AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 15, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-52672** Order approving Amended and Restated Interlocal Agreement (as to McAllen TIRZ Number One)

B. **AI-52667** Discussion and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas under Chapter 312 of the Texas Tax Code and approve order on same.

C. **AI-52670** 1. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo Wind Farm LLC (Phase II) and approve order on same.
2. Discussion and approval of Amendment to Tax Abatement Agreement effective as of December 22, 2014 between Hidalgo County and Hidalgo Wind Farm LLC (Phase I) and approve order on same.
3. Discussion and approval of Tax Abatement Agreement between Hidalgo County and South Texas Electric Cooperative, Inc. and approve order on same.

D. **AI-52669** Discussion, consideration, and possible action on letter of support for the Hidalgo County Regional Mobility Authority regarding Section 559 Donation Acceptance Authority

E. **AI-52663** Recognition of the winning entries in the Toy Box Decorating Contest in conjunction with the annual Hidalgo County Employee Toy Drive benefiting Head Start and CASA children.

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

A. **AI-52573** **1. DA Bad Checks (1222):**
a. Approval of 2016 DA's Office budget for fund 1222 DA-Bad Checks.
b. Approval of appropriation of the DA's Office 1222 DA-Bad Checks funds.
2. DA- Investigation HB 65 (1223):
a. Approval of 2016 DA's Office budget for fund 1223 DA-Investigation HB65.
b. Approval of appropriation of the DA's Office 1223 DA-Investigation HB65 funds.
3. DA Pre-Trial (1225):
a. Approval of 2016 DA's Office budget for fund 1225 DA-Pretrial.
b. Approval of appropriation of the DA's Office 1225 DA-Pretrial funds.

B. **AI-52584** DA's Office – TX DOT – General Traffic Safety Grants
Approval to apply for the FY2017 TX DOT – General Traffic Safety Grant (DA's Project Title: No Refusal Initiative)

8. **Sheriff's Office:**

A. **AI-52631** 1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and Office of Inspector General.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

B. **AI-52623** Sheriff Office:
1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.
2. Authorization and approval to de-obligate the amount of $32,572.82 in reference to Operation Stonegarden Grant FY 2013.

C. **AI-52596** 1. Sheriff's Investigation HB65 (1227)
Approval of the 2016 Budget in the Sheriff's Investigation HB65 (Fund 1227) in the amount of $588,000.00.
2. Sheriff's Federal Sharing U.S. Treasury (1228)
Approval of the 2016 Sheriff's Federal Sharing - U.S. Treasury (Fund 1228) in the amount of $368,568.00.
3. Sheriff's Federal Sharing U.S. Justice (1229)
Approval of the 2016 Sheriff's Federal Sharing - U.S. Justice Fund 1229 in the amount of $450,000.00.

D. **AI-52548** 1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and U.S. Border Patrol.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

E. **AI-52545** DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $22,000.00.
2. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $22,000.00 for USMS overtime funding.

F. **AI-52420** Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $1,631.69 in the OCDETF Account.

9. **Executive Office:**

A. **AI-52487** Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2016-2017.

B. **AI-52463** Reconsideration of and possible rescission of Order Accepting Road into Hidalgo County Road System Upon Finding of Prescriptive Right Based Upon on Public Use (Ted Garza Road)

C. **AI-52450** Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code
ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2016

D. **AI-52671** Child Welfare:
Requesting exemption from HCCC approved "Order" for Minor [Day to Day] Purchases deadline of November 6, 2015 so as to order/purchase [through Requisition #288808] needed supplies with assurances by vendor of delivery prior to 12-31-15.

10. **Human Resources:**

A. **AI-52581** CCL#8 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) Temporary Full Time Clerk I position, Slot T007 at $10.10 per hour/$9,696.00 proposed budgeted salary, not to exceed 06/14/16, effective 01/01/16.
3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

B. **AI-52532** Precinct 4 Road Maintenance (1200):
1. Discussion, consideration and approval of the following personnel actions, effective next pay period of 12/28/2015:

Action	Dept/ Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0010	Heavy Equipment Operator II	$33,822.00	$0.00
Delete	124-007	0016	Truck Driver II	$29,676.00	$0.00
Create	124-007	0079	Accounts Payable Specialist II	$0.00	$33,822.00
Create	124-007	0080	Maintenance III	$0.00	$29,676.00

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

C. **AI-52583** Pct 1 Road Maintenance (1200):
1. Discussion, consideration, and approval to extend one (1) Temporary full time Maintenance I position, Slot T147 at $12.02 per hour/$6,250.00 proposed budgeted salary, effective January 01, 2016 through March 31, 2016.
2. Approval to waive posting, hiring and enrollment procedures and assign employee #211443 to Slot No. T147, Maintenance I position.
3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

D. **AI-52524** County Judge (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel Related - Amendments.
2. Discussion, consideration, and approval to add auto allowance to slot# 0003, Assistant Chief Administrator, in the amount of $5,000, effective next full pay period of 12/28/2015.
3. Discussion, consideration, and approval of the following title change, effective next pay period of 12/28/15:

Slot#	Current Position Title	Proposed Position Title
0032	Economic Development Planner I	Executive Assistant II

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

E. **AI-52491** Elections Department (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to extend the following temporary full-time positions, effective 01/01/2016 through 06/30/2016:

Employee#	Slot#	Position Title	Proposed Budgeted Salary/Hourly Rate
205451	T172	Elections Clerk	$10,504.00/yr - $10.10/hr
212237	T173	Elections Clerk	$10,504.00/yr - $10.10/hr
211044	T174	Elections Clerk	$10,504.00/yr - $10.10/hr
211052	T176	Elections Clerk	$10,504.00/yr - $10.10/hr
211060	T177	Elections Clerk	$10,504.00/yr - $10.10/hr

3. Approval to waive posting, hiring, and enrollment procedures for temporary slot #'s T172- T177 and keep the temporary employee #'s currently filling the slot #'s listed above.

4. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed six (6) months, effective 01/01/2016 through 06/30/2016:

Slot#	Position Title	Proposed Budgeted Salary / Hourly Rate
T178	Elections Clerk	$10,504.00/yr. - $10.10/hr
T179	Elections Clerk	$10,504.00/yr. - $10.10/hr
T180	Elections Clerk	$10,504.00/yr. - $10.10/hr
T181	Elections Clerk	$10,504.00/yr. - $10.10/hr
T182	Elections Clerk	$10,504.00/yr. - $10.10/hr

5. Approval of intradepartmental transfer.
6. Approval to revise salary schedule in accordance with Commissioners Court action.

F. **AI-52483** Tax Office (1100)/Tax Office - Special Vehicle Inventory (1246):

1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period, 12/28/2015:

Action	Fund	Dept/ Program	Slot No.	Position Title	Current Budgeted Salary/ Supplement	Proposed Budgeted Salary/ Supplement	Total Adjustment
Salary Auto Allowance	1100	140-001	0003	Property Tax Manager	$65,507.00 $2,800.00	$65,507.00 $2,800.00	$0.00 $0.00

Supplement Pay (Delete)	1246	140-003	0002		$3,000.00	$0.00	($3,000.00)
Salary Auto Allowance	1100	140-001	0008	Accountant IV	$52,002.00 $1,500.00	$52,002.00 $1,500.00	$0.00 $0.00
Supplement Pay (Delete)	1246	140-003	0006		$3,000.00	$0.00	($3,000.00)
Salary Auto Allowance	1100	140-001	0018	Deputy Clerk III	$40,347.00 $1,500.00	$40,347.00 $1,500.00	$0.00 $0.00
Supplement Pay (Add)	1246	140-003	0010		$0.00	$3,000.00	$3,000.00
Salary	1100	140-001	0025	Bookkeeper II	$33,917.00	$33,917.00	$0.00
Supplement Pay (Add)	1246	140-003	0011		$0.00	$3,000.00	$3,000.00

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

G. **AI-52459** Budget & Management (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel- Related Amendments .
2. Discussion, consideration, and approval of the following personnel actions, effective next full pay period, 12/28/15:

Action	Dept/ Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	115-001	0015	Budget Clerk I	$31,518.00	$0.00	($31,518.00)
Delete	115-001	0023	Planning Analyst I	$42,236.00	$0.00	($42,236.00)
Delete	115-001	0032	Administrative Assistant I	$24,929.00	$0.00	($24,929.00)
Create	115-001	0034	Budget Analyst III	$0.00	$52,002.00	$52,002.00
Create	115-001	0035	Planning Analyst III	$0.00	$52,002.00	$52,002.00

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

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

A. **AI-52509** Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

B. **AI-52506** Presentation of Walk Across Texas - Challenge No. 5.

C. **AI-52490** Health Administration (1293):
Requesting approval to appropriate the Health Administration budget in the amount of $150,000.00 for the period of 01/01/2016 to 12/31/2016.

D. **AI-52468** 1. Requesting approval to continue the provision of the Tuberculosis Prevention and Control Federal program beyond December 31, 2015 pending receipt of the FY 16 grant contract that will include an effective date of January 1, 2016.
2. Requesting approval to continue payroll for employees under the Tuberculosis Prevention and Control Federal program beyond December 31, 2015 pending receipt of the FY 16 grant contract that will include an effective date of January 1, 2016.

E. **AI-52342** Requesting approval of the Memorandum of Understanding between Texas A & M Engineering Extension Service and FY 16 & FY 17 Hidalgo County Health & Human Services Training Support. The purpose of the MOU is to have both parties work cooperatively to facilitate conference / seminar delivery during term with Certified Continuing Education Units provision.

F. **Health Care Funding District:**

1. **AI-52561** A. Discussion, consideration and approval to draw down funds for Demonstration Year 4 DSRIP (October Reporting) in the amount to be determined by HHSC instruction on 12/18/15 from the Local Provider Participation Fund (LPPF) with a settlement date of 1/4/16.

B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction on 12/18/15.

C. Approval of 2015 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions on 12/18/15.

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

G. **Indigent Health Care Program:**

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

12. **Adult Probation:**

A. **AI-52598** DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $12,066.00
2. Approval of appropriation of the DWI program income (GPI) in the total amount of $12,066.

13. **Community Service Agency:**

A. **AI-52558** 1. Public Hearing regarding 2016 CSBG Budget and Service Delivery Plan.

2. Discussion, consideration and possible action regarding the 2016 CSBG Budget and Service Delivery Plan.

14. **Urban County:**

A. **AI-52602** The Urban County Program (UCP) is requesting approval of Amendment No. 3 to a Professional Engineering Service Contract with Dos Logistics, Inc. The Amendment will increase the contract amount of $1,008,861.00 by $36,636.60 for a total amount of $1,045,497.60 for surveying services as related to construction staking including row recovery, vertical control, and setting hubs.

B. **AI-52591** The Urban County Program (UCP) is requesting approval of Amendment No. 2 to a Professional Engineering Service Contract with SAM Engineering & Surveying, Inc. (SAMES). The Amendment will increase the contract amount of $199,725.00 by $16,272.00 for a total amount of $215,997.00 and will include additional scope of services for the Delta Area Connector/East Lateral Project.

C. **AI-52588** Approval of acquisition of Right-of-Way Easements of Tracts 237 #1A , 234 #1B and 227 #2A for the Penitas Drain Project in the amount of $102,494.08 (GLO 12-406-000-6453/DRS 210068).

D. **AI-52587** The Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for professional engineering services with Hinojosa Engineering Inc., in the amount of $60,000.00 utilizing CDBG FY (2012, 2013, 2014) Park Improvement funds.

E. **AI-52586** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase furniture for the Dr. Hector P. Garcia Memorial Library. Purchase will be made from Library Interiors of Texas (contract # 14/022CG-07) through Hidalgo County's membership/participation with Harris County Department of Education (HCDE) Choice Partners. The total amount of purchase is $13,458.29 (quote attached) funded thru UCP FY 28 (2015) Public Service (General) Library funds.

F. **AI-52562** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) City of Weslaco– Water/Sewer Improvements funds.

Professional Service Firm	**Grade**	**Ranked**
Cruz-Hogan Consultants, Inc.	92%	
Melden & Hunt, Inc.	91.33%	
Javier Hinojosa Engineering	85.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Year 28 (2015) City of Weslaco– Water/Sewer Improvements project.

G. **AI-52560** Requesting approval of Amendment No. 1 between Texas General Land Office and the County of Hidalgo for the duration of contract and extension of term to reflect a termination date of December 31, 2018 for Round 2.2 of Non-Housing Grant Agreement approved by Hidalgo County Commissioners' Court on December 6, 2011.

H. **AI-52615** The Urban County Program on behalf of the City of Peñitas, is requesting consideration and action to award and enter into a construction contract with Jimenez Engineering Solutions dba International Consulting Engineers (ICE) in the amount of $282,436.73. UCP funds in Years 25 & 26 (2012 & 2013) Street Improvement line items will be utilized.

I. **AI-52559** Requesting approval of Amendment No. 1 between Texas General Land Office and the County of Hidalgo for the duration of contract and extension of term to reflect a termination date of December 31, 2018 for Round 2.1 of the Non-Housing Grant Agreement approved by Hidalgo County Commissioners' Court on October 18, 2011.

J. **AI-52454** Urban County Program on behalf of the City of Progreso is requesting authority to purchase playground equipment for the Progreso City Park. Purchase will be made from APC Play, an authorized dealer under American Parks Company (contract # 423-13), an approved vendor through Hidalgo County's membership and participation with the State of Texas Buy Board. The total amount of purchase including shipping and installation is $29,995.50 (quote attached) funded thru UCP FY 28 (2015) Progreso – Park, Recreational Facilities funds.

15. Elections Administration:

A. **AI-52513** Discussion, consideration and approval of March 1, 2016 Primary Election Early Voting poll locations.

B. **AI-52421** 1. Approval of 2015 certification of revenues, as certified by the County Auditor for 2012-2015 HAVA Program Income.
2.Approval of 2015 appropriation of funds for HAVA Program Income Title I (1283)in the amount of $323,211.63.
3.Approval of 2015 appropriation of funds for HAVA Program Income Title II (1283) in the amount of $374,708.62.

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

16. Public Defender's Office:

A. **AI-52620** Discussion and approval of letter to the Texas Indigent Defense Commission in support of Hidalgo County's participation in the Regional Public Defender Office for Capital Cases.

17. Precinct #1 - Comm. Cuellar:

A. **AI-52611** Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $350.00 for the Domestic Wastewater Permit for Delta Lake Park.

18. Precinct #2 - Comm. Cantu:

A. **AI-52637** Resolution in Honor of Gilberto Zepeda for his years of service with the PSJA Independent School District.

B. **AI-52366** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, concerning certain road improvements to Yuma Avenue from Jackson Rd to McColl Rd.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain road improvements to Yuma Avenue Road from Jackson Road to McColl Rd.

19. Precinct #3 - Comm. Flores:

A. **AI-52590** Approval of 2015 interdepartmental transfer form CO's 1315 TXDOT-FM681 (program 070) to TXDOT -La Homa SH364 (program 045) in the amount of $2000.00.

20. Precinct #4 - Comm. Palacios:

A. **AI-52571** Hidalgo County Precinct 4 is requesting exemption from HCCC approved Orders for both Major and Minor Purchase Deadlines [as attached herein] so as to permit the processing of requisition 288563 [as attached herein with all supporting documentation] with vendor assurances in writing of delivery prior to 12-31-15.

B. **AI-52570** Requesting authorization for Commissioner Joseph Palacios to sign request for Modification of Groundwater Sampling and Analysis Plan for the Closed Pct. 4 Landfill (MSW Permit 1593-A).

21. **Budget & Management:**

A. **AI-52527** 1. Approval and acceptance of Order dated October 29, 2015 setting salary of Court Reporters for 2016.
2. Approval and acceptance of Order dated October 29, 2015 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2016.
3. Approval of interdepartmental and intradepartmental transfers.
4. Approval to revise the Salary Schedule in accordance with Commissioners Court action.

B. **AI-52534** 1. Approval of the Hidalgo County Sheriff's Office Step and Grade Pay Plan.
2. Approval of the Hidalgo County Constable Precincts Step and Grade Pay Plan.

C. **AI-52493** Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for Regional Hike & Bike Trail - CSJ: 0921-02-346 with authority for the County Judge to sign all required documentation.

D. **AI-52458** Discussion, consideration and approval of all personnel actions approved after September 29, 2015 (2016 Budget Adoption date) as listed below, to be effective 01/01/2016:

1. Urban County Program - CDBG (1288): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51419; includes 3% COLA):

Action	Dept/Program	Slot No	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	250-001	0016	Accountant II	$44,881.00	$0.00	($44,881.00)
Delete	250-001	0018	Administrative Assistant III	$36,116.00	$0.00	($36,116.00)
Delete	250-001	0020	Clerk III	$27,732.00	$0.00	($27,732.00)

Action	Dept/Program	Slot No	Position Title	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
Redistribution	250-001	0004	Deputy Director	76.39%	100%
Redistribution	250-002	0008	Deputy Director	23.61%	0%

2. Public Defender (1100)/Public Defender - Juvenile Section (1282): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51490; includes 3% COLA), effective 01/01/16 - 06/30/16:

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	085-004	G001	Public Defender III	$62,475.00	$0.00
Delete	085-004	G002	Public Defender II	$53,562.00	$0.00
Delete	085-004	G003	Social Worker	$42,518.00	$0.00
Delete	085-004	G004	Administrative Assistant I	$24,810.00	$0.00
Create	085-003	0019	Public Defender III	$0.00	$62,475.00
Create	085-003	0020	Public Defender II	$0.00	$53,562.00
Create	085-003	0021	Social Worker	$0.00	$42,518.00

Create	085-003	0022	Administrative Assistant I	$0.00	$24,810.00

3. DWI Court Grant (1289)/ReEntry Court Grant (1289)/Misd DWI Court Grant (1289)/Crim DA (1100)/Public Defender (1100): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51268):

Action	Dept/Program	Slot No.	Employee No.	Position Title	Current Allowance Amount	Proposed Allowance Amount
Decrease Supplemental Pay	Crim DA (080-002)	0026	127531	Asst District Atty IV	$9,814.00	$9,730.00
Decrease Supplemental Pay	Public Defender (085-003)	0003	120227	Chief Public Defender	$9,844.00	$9,820.00
Authorize Supplemental Pay	Crim DA (080-002)	0013	077917	Asst District Atty IV	$0.00	$9,800.00
Authorize Supplemental Pay	Public Defender (085-003)	0004	155179	1st Asst Public Defender	$0.00	$9,850.00
Authorize Supplemental Pay	Crim DA (080-002)	0098	208043	Asst District Atty III	$0.00	$9,750.00

4. WIC Grants (1292): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51355; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	350-001	0005	Executive Assistant II	$49,593.00	$0.00	($49,593.00)
Delete	350-001	0086	Maintenance III	$29,705.00	$0.00	(29,705.00)
Delete	350-001	0221	Nutritionist I	$42,518.00	$0.00	(42,518.00)
Create	350-002	0034	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-013	0001	International Board Certified Lactation Consultant (IBCLC)	$0.00	$47,380.00	$47,380.00

Action	Dept/Program	Slot No.	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
Create	350-019	0001	Peer Dad	$19.09	1,040	$19,854.00

5. RLSS/LPHS (1293)/Health Clinics (1100)/CPS/HAZARDS (1293)/DA Investigation HB65 (1223)/Crim DA (1100): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 (refer to agenda item no. 51690):

Action	Dept/Program	Slot No.	Position Title	Current Longevity Pay	Proposed Longevity Pay
Redistribution of Longevity Pay	340-006 340-003	G006 A142	System Support Specialist I	$420.00 $0.00	$0.00 $420.00
Redistribution of Longevity Pay	340-013 340-003	0016 A143	Strategic National Stockpile Coordinator	$960.00 $0.00	$0.00 $960.00
Redistribution of Longevity Pay	080-007 080-002	0135 A120	Assistant District Attorney II	$4,320.00 $0.00	$0.00 $4,320.00

6. Crim DA (1100)/DA Investigation (1223): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 & 10/27/15 (refer to agenda item no. 51607 & no. 51822; includes 3% COLA):

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Title Change	080-002	0111	Victim Assistance Coodinator	$51,500.00	Victims Unit Program Director	$51,500.00	-
Reclassification	080-002 080-007	0068 0041	Administrative Asst III	$33,076.00 $6,433.00	Administrative Asst I	$32,960.00 $0.00	($116.00) ($6,433.00)
Delete	080-002 080-007	0082 0086	Administrative Asst I	$22,972.00 $1,748.00	-	$0.00 $0.00	($22,972.00) ($1,748.00)
Create	080-002 080-007	0121 0139	-	$0.00 $0.00	Administrative Asst I	$23,088.00 $7,812.00	$23,088.00 $7,812.00

7. Sheriff's Office (1100)/Jail (1100)/(Jail Commissary (2102): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 & 12/01/15 (refer to agenda item no. 51542 & no. 52234; includes 3% COLA):

Action	Dept/ Program	Slot No.	Current Position Title	Current Salary/ Allowance	Proposed Position Title	Proposed Salary/ Allowance	Total Adjustment
Add Clothing Allowance	280-001	0028	Sergeant Step II	$0.00	Sergeant Step II	$500.00	$500.00
Add Clothing Allowance	280-001	0121	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0122	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0132	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0133	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0153	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0165	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0192	Deputy Sheriff Step II	$0.00	Deputy Sheriff Step II	$500.00	$500.00
Add Clothing Allowance	280-001	0333	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0344	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0345	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0396	Sergeant Step I	$0.00	Sergeant Step I	$500.00	$500.00
Delete Clothing Allowance	280-001	0040	Sergeant Step III	$500.00	Sergeant Step III	$0.00	($500.00)
Reclassification	280-002	0002	RN IV	$62,475.00	RN V	$75,329.00	$12,854.00

Salary Adjustment (Decrease)	280-002	0177	Detention Officer	$39,399.00	Detention Officer	$32,305.00	($7,094.00)
Salary Adjustment (Decrease)	280-002	0281	Sr. Detention Officer Step III	$38,066.00	Detention Officer Step I	$32,305.00	($5,761.00)
Regrade	280-015	0011	Commissary Supervisor	$31,252.00	Commissary Supervisory	$36,453.00	$5,201.00

8. Pct 4 Road Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 (refer to agenda item no. 51717; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Current Position Title**	**Budgeted Salary**	**Proposed Position Title**
Title Change	124-007 124-001	0006 0004	Chief Administrator	$39,784.00	General Operations Manager
Title Change	124-007	0059	General Operations Manager	$89,495.00	Chief Administrator

9. Sheriff's Office (1100): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 & 11/10/15 (refer to agenda item no. 51741 & no. 52007; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Current Position Title**	**Current Budgeted Salary**	**Proposed Position Title**	**Proposed Budgeted Salary**
Salary Schedule Change	280-001	0106	Sr. Deputy Sheriff Step IV	$49,166.00	Deputy Sheriff Step I	$40,314.00
Salary Schedule Change	280-001	0031	Sergeant Step I	$48,965.00	Sergeant Step III	$52,254.00
Salary Schedule Change	280-001	0053	Sr. Deputy Sheriff Step IV	$49,166.00	Deputy Sheriff Step I	$40,314.00
Salary Schedule Change	280-001	0040	Sergeant Step II	$50,488.00	Sergeant Step III	$52,254.00

10. Tax Office (1100): Approval of the following personnel action(s) as previously approved by CC on 10/27/2015 &
12/01/15(refer to agenda item no. 51821 & no. 52237; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Current Position Title**	**Current Budgeted Salary**	**Proposed Position Title**	**Proposed Budgeted Salary**
Title Change	140-001	0019	Deputy Clerk III	$41,557.00	Executive Assistant II	$41,557.00
Delete	140-001	0074	Deputy Clerk I	$28,670.00	-	-
Create	140-001	0184	-	-	Accounting Clerk I	$28,670.00

11. DA - Border Prosecution Unit Grant (1281)/DA Investigation (1223)/DA - Domestic Violence Specialty Prosecutor Grant (1281)/DA - Victim Assistance Program Grant (1281): Approval of the following personnel action(s) as previously approved by CC on 11/10/2015 & 11/17/15 (refer to agenda item no. 51889, no. 52218 & no. 52115; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Proposed Position Title**	**Proposed Salary/Allowance**

Create	080-012 080-007	G005 A140	Assistant District Attorney III	$81,854.00 $900.00
Create	080-018	G001	Advocate I	$33,990.00
Create	080-018 080-007	G002 A142	Assistant District Attorney III	$64,993.00 $900.00
Create	080-017	G001	Advocate I	$33,990.00
Create	080-017	G002	Advocate I	$33,990.00
Create	080-017 080-007	G003 A141	Assistant District Attorney II	$59,843.00 $900.00

12. Health ADM (1100)/Health Clinics (1100)/ H.D. ADM (1293): Approval of the following personnel action(s) as previously approved by CC on 11/10/2015 (refer to agenda item no. 52032; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	340-001	0032	Eligibility Specialist I	$25,677.00	$0.00	($25,677.00)
Delete	340-003	0003	Director of Nursing	$84,208.00	$0.00	($84,208.00)
Delete	340-003 340-005	0018 G021	HR Coordinator III	$51,135.00 $10,609.00	$0.00 $0.00	($51,135.00) ($10,609.00)
Delete	340-003	0037	Clerk III	$27,120.00	$0.00	($27,120.00)
Delete	340-003	G076	Billing Supervisor	$42,518.00	$0.00	($42,518.00)
Create	340-003 340-005	0144 0023	EMR/Database System Analyst	$0.00 $0.00	$55,275.00 $3,435.00	$55,275.00 $3,435.00
Create	340-003	0145	Director of Clinical Care Services	$0.00	$92,700.00	$92,700.00
Create	340-003	0146	Administrative Assistant II	$0.00	$30,900.00	$30,900.00
Create	340-003	0147	Health Services Billing Supervisor	$0.00	$51,500.00	$51,500.00

13. County Clerk (1100): Approval of the following personnel action(s) as previously approved by CC on 11/10/2015 (refer to agenda item no. 52042; includes 3% COLA):

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Decrease)	180-001	0005	Internal Auditor III	$53,633.00	Internal Auditor III	$51,500.00	($2,133.00)
Delete	180-001	0027	Deputy County Clerk I	$29,705.00	-	$0.00	($29,705.00)
Create	180-001	0076	-	$0.00	Administrative Assistant II	$31,838.00	$31,838.00

14.Constable Precinct 2 (1100): Approval of the following personnel action(s) as previously approved by CC on 12/01/2015 (refer to agenda item no. 52233; includes 3% COLA):

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Create	292-001	0015	-	-	Sergeant Step I	$48,780.00

Delete	292-001	0005	Deputy Constable Step II	$41,725.00	-	-

15. Precinct 2 Rd Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC on 12/01/2015 (refer to agenda item no. 52394; includes 3% COLA):

Action	Dept/Program	Slot No.	Proposed Position Title	Proposed Budgeted Salary
Create	122-006	0098	Mechanic III	$41,200.00

16. Budget & Management (1100): Approval of the following personnel action(s) as previously approved by CC on (refer to agenda item no. 52459; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	115-001	0015	Budget Clerk I	$32,464.00	$0.00	($32,464.00)
Delete	115-001	0023	Planning Analyst I	$43,503.00	$0.00	($43,503.00)
Delete	115-001	0032	Administrative Assistant I	$25,677.00	$0.00	($25,677.00)
Create	115-001	0034	Budget Analyst III	$0.00	$53,562.00	$53,562.00
Create	115-001	0035	Budget Analyst III	$0.00	$53,562.00	$53,562.00

17. Tax Office (1100)/ Tax Office - Special Vehicle Inventory (1246): Approval of the following personnel action(s) as previously approved by CC (refer to agenda item no. 52483; includes 3% COLA):

Action	Fund	Dept/Program	Slot No.	Position Title	Current Budgeted Salary/ Supplement	Proposed Budgeted Salary/ Supplement	Total Adjustment
Salary Auto Allowance Supplement Pay (Delete)	1100 1100 1246	140-001 140-001 140-003	0003 0003 0002	Property Tax Manager	$67,472.00 $2,800.00 $3,000.00	$67,472.00 $2,800.00 $0.00	$0.00 $0.00 ($3,000.00)
Salary Auto Allowance Supplement Pay (Delete)	 1100 1100 1246	140-001 140-001 140-003	0008 0008 0006	Accountant IV	$53,562.00 $1,500.00 $3,000.00	$53,562.00 $1,500.00 $0.00	$0.00 $0.00 ($3,000.00)
Salary Auto Allowance Supplement Pay (Add)	1100 1100 1246	140-001 140-001 140-003	0018 0018 0010	Deputy Clerk III	$41,557.00 $1,500.00 $0.00	$41,557.00 $1,500.00 $3,000.00	$0.00 $0.00 $3,000.00
Salary Supplement (Add)	1100 1246	140-001 140-003	0025 0011	Bookkeeper II	$34,935.00 $0.00	$34,935.00 $3,000.00	$0.00 $3,000.00

18. Precinct 4 Road Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC (refer to agenda item no. 52532; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0010	Heavy Equipment Operator II	$34,837.00	$0.00

Delete	124-007	0016	Truck Driver II	$30,566.00	$0.00
Create	124-007	0079	Accounts Payable Specialist II	$0.00	$34,837.00
Create	124-007	0080	Maintenance III	$0.00	$30,566.00

19. County Judge (1100): Approval of the following personnel action(s) as previously approved by CC (refer to agenda item no. 52524).
Approval to add auto allowance to Slot No. 0003 (110-006), Assistant Chief Administrator, in the amount of $5,000.00.

Action	Slot No.	Current Position Title	Proposed Position Title
Title Change	0032	Economic Development Planner I	Executive Assistant II

20. Approval of transfers.

21. Approval of appropriation(s).

22. Approval to revise the Salary Schedule in accordance with Commissioners Court action.

E. **AI-52456** 2016 Budget Process:
A. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amount from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070(c)(2).
B. Designate the General Fund, Special Revenue Funds, and Enterprise Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

F. **Budget Appropriations:**

1. **AI-52577** Tax Office (1246):
Approval of 2016 appropriation of funds in the amount of $81,741.47 to fund salaries, fringes, & operating expenses.

2. **AI-52543** A. Refunding Bonds, 2015B (1448):
Approval of 2015 appropriation of funds in the amount of $17,311,642.20 in relation to bond proceeds & related costs for the Refunding Bonds, 2015B.
B. Refunding Bonds, 2015C (1449):
Approval of 2015 appropriation of funds in the amount of $24,990,000.00 in relation to bond proceeds & related costs for the Refunding Bonds, 2015C.

G. **Interfund transfers:**

1. **AI-52539** Refunding Bonds 2014A (1443):
Approval of interfund transfer from CO's 2002 & CO's 2004 (funds 1432 & 1434) to Refunding Bonds 2014A (fund 1443) in the amount of $122.50.

22. **Purchasing Department:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-52634** Approval for the automatic extension of a successive (1) year as provided in the letter of engagement with The J. Ramirez Law Firm for the continuation of the provision of services as Bond Counsel for Hidalgo County.

2. **AI-52595** Requesting Approval to Reject Bids Submitted on RFB No. 2015-313-11-04-HGO - "Janitorial Supplies, Industrial Chemicals & Supplies"; request approval and authority to exercise second of two (2) one (1) year extension for "Janitorial Supplies, Industrial Chemicals & Supplies" as Bids Received Did Not Meet the Requirements.

3. **AI-52563** Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for RFB No. 2015-323-11-18-HGO titled "Mailing Services" - Hidalgo County.

B. District Attorney:

1. **AI-52673** Requesting authority to purchase through HC membership/participation with TASB-BuyBoard Cooperative Purchasing Program's Contract [#414-12], awarded vendor, Staples Advantage [the furniture/accessories items detailed in the attached documentation] so as to process requisition [after verification/confirmation of proposal and funding] for issuance of PO and thus lock-in pricing prior to 3% increase after 12-22-15].

C. Pct. 1

1. **AI-52636** A. Acceptance and approval of the Professional Engineering Contract #C-15-423-12-15 with SAMES, INC. d/b/a SAM ENGINEERING & SURVEYING, for: "Job Specific" Project: Mile 4W [10N-12N] and Mile 12N [FM 1015-2W] Road" for Hidalgo County Precinct One, as approved by CC for negotiations on CC date of 12/01/15;
B. Acceptance and approval of the following work authorizations with estimated costs as submitted by project engineer, SAM Engineering & Surveying for engineering services under proposed Contract #C-15-423-12-15 as follows:

   1. Work Authorization No. 1:
   Mile 4W [10N-12N] Street & Drainage Improvements-$119,832.25t - Requisition #288789
   2. Work Authorization No. 2:
   Mile 12N [FM 1015-2W] Street & Drainage Improvements-$25,108.50 - Requisition #288801

D. Pct. 3

1. **AI-52604** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "FM 676 Project (Mile 5) from SH 107 (Conway) to Taylor Road" as approved for negotiations on CC 12-1-15.
b. Acceptance and approval of Work Authorization No. 1. (with an estimated cost of $737,400.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Environmental Assessment, Public Involvement, Schematic Design and Hydrologic Map for the FM 676 Project (Mile5) form SH 107 (Conway) to Taylor Rd.
c. Pursuant to contract with L&G Engineering, [Article 14], approval to permit the subcontracting of AmaTerra Environmental Inc. for the FM 676 Project (Mile 5) from SH 107 (Conway) to Taylor Road.

2. **AI-52606** a. Acceptance and approval of Work Authorization No. 4 (with a estimated cost of $821,000.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Engineering Services required for the preparation for Right-of-Way Acquisition and Compensable Utility Management for the Liberty Road project from Mile 3 to FM 2221" located in Pct #3 through Contract # C-12-246-10-16.
b. Pursuant to contract with L&G Engineering, (Article 14) to C-12-246-10-16, approval to permit the subcontracting of Leonel Garza & Associates and HLH Appraisal Services for the Liberty Road project.

3. **AI-52609** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "South Detention Basin" project as approved for negotiations on CC 12-01-15.

b. Acceptance and approval of Work Authorization #1 (with a estimated cost of $255,005.10) as submitted by project engineer, L&G Engineering for, "South Detention Basin" Engineering Services required for Construction Management Services, Construction Inspection and Construction Material Testing for the South Detention Basin project" located in Pct #3 through Contract #

E. **Budget & Management**

1. **AI-52622** Budget & Management:
Requesting exemption from HCCC approved "Order" for Minor [Day to Day] Purchases deadline of November 6, 2015 so as to order/purchase [through Requisition #288705] needed supplies with assurances by vendor of delivery prior to 12-31-15.

23. **AI-52682** Request for waiver of possible conflict by attorney representing County in litigation matter(s)

24. **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-52629** Notice of Claim - Josie Moreno & Tonie Moreno, et al v. Hidalgo County

D. **AI-52554** C-5589-15-F; Hidalgo County and State of Texas acting on behalf of Texas Commision on Environmental Quality, a necessary and indispensable party v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

E. **AI-52644** C-5028-15-G; John Ray Rodriguez and Elisa Rodriguez, ANF of Desaray Rodriguez, A Minor Vs Roque Cavazos and Hidalgo County Constable, Precinct 2

25. 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

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-52630** Notice of Claim - Josie Moreno & Tonie Moreno, et al v. Hidalgo County

D. **AI-52555** C-5589-15-F; Hidalgo County and State of Texas acting on behalf of Texas Commision on Environmental Quality, a necessary and indispensable party v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

E. **AI-52645** C-5028-15-G; John Ray Rodriguez and Elisa Rodriguez, ANF of Desaray Rodriguez, A Minor Vs Roque Cavazos and Hidalgo County Constable, Precinct 2

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

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

29. **Adjourn**

AI-52672 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 12/15/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Order approving Amended and Restated Interlocal Agreement (as to McAllen TIRZ Number One)

BACKGROUND

Fiscal Impact

Attachments

Interlocal
exhibit
Interlocal
A
D
F
B
E
ORDER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 04:16 PM
Glinda Pacheco	Glinda Pacheco	12/11/2015 04:41 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Michael Leo Started On: 12/11/2015 03:59 PM

Final Approval Date: 12/11/2015

THE STATE OF TEXAS	**§**	**CITY OF MCALLEN**
	§	
COUNTY OF HIDALGO	**§**	

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made by and between (i) the **CITY OF MCALLEN, TEXAS** (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager as authorized by the City Commission on December 14, 2015; (ii) **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on December 15, 2015 (hereafter referred to as the "COUNTY"); (iii) the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MCALLEN, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors (hereinafter referred to as the "ZONE BOARD"), established to administer manage and/or operate the ZONE pursuant to Sections 311.009(b) and 311.010, Texas Tax Code, as well as to implement and fund the Project and the Supplement Project (as such terms are defined below); (iv) **TRES LAGOS PUBLIC IMPROVEMENT DISTRICT, CITY OF McALLEN, TEXAS**, a public improvement district created by the CITY pursuant to Chapter 372, Texas Local Government Code (hereafter referred to as the "PID"); and (v) **RHODES ENTERPRISES, INC.**, the developer, its successors and assigns (hereafter referred to as "DEVELOPER**")**. Collectively, the CITY, COUNTY, ZONE, PID and DEVELOPER may be referred to as the "Parties." This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

If to the CITY, to:

City of McAllen
1300 Houston Avenue.
McAllen, Texas 78501
Attention: City Manager
Phone: (956) 681-1000

With a copy to:

City of McAllen
1300 Houston Avenue.
McAllen, Texas 78501
Attention: City Mayor
Phone: (956) 681-1000

If to the COUNTY, to:

Hidalgo County
100 E. Cano, Ste. 201
Edinburg, Texas 78539-6243
Re: Tres Lagos TIRZ
Attention: Honorable Ramon Garcia, County Judge
Phone: (956) 318-2600

With a copy to:

Hidalgo County Auditor
Attn: Ray Eufracio, CPA
Re: City of McAllen-TIF Zone #1
2808 South Business Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2511

If to the ZONE, to:

Reinvestment Zone Number One
c/o City of McAllen
1300 Houston Avenue.
McAllen, TX 78501
Attention: Mike Rhodes, Presiding Officer

With a copy to:

Reinvestment Zone Number One
Attention: Board Secretary, Megan J. Clay
601 N W Loop 410, Ste. 390
San Antonio, Texas 78216

IF to the PID, to:

Tres Lagos Public Improvement District, City of McAllen, Texas
c/o City of McAllen
1300 Houston Avenue.
McAllen, TX 78501
Attention: Mike Rhodes, Presiding Officer

With a copy to:

Tres Lagos Public Improvement District, City of McAllen, Texas
Attention: Board Secretary, Megan J. Clay
601 N W Loop 410, Ste. 390
San Antonio, Texas 78216

If to the Developer, to:

Rhodes Enterprises, Inc.
200 S. 10th St., Ste. 1400
McAllen, Texas 78501
Attention: Mike Rhodes
Phone: (956) 287-2800

With a copy to:

Earl & Associates, P.C.
601 NW Loop 410, Ste. 390
San Antonio, Texas 78216
Phone: (210) 222-1500
Attn: David L. Earl and Megan J. Clay

B. Index

This Agreement consists of the following sections:

Section	Description	Pages
I.	Parties & Index	1-3
II.	Definitions	3-7
III.	Background	7-8
IV.	Rights and Obligations of the COUNTY	8-14
V.	Rights and Obligations of CITY and ZONE	14-19
VI.	Rights and Obligations of DEVELOPER	20-22
VII.	Term and Termination	22-23
VIII.	Miscellaneous	23-25

Exhibit "A"	Original Project and Finance Plan	27
Exhibit "B"	City of McAllen Ordinance No. 2014-75 passed and approved by the City Commission on December 22, 2014.	28
Exhibit "C"	Development Agreement, as amended	29
Exhibit "D"	Amended and Supplemental Project and Finance Plan approved by the ZONE Board on December 14, 2015 and by the Commission of the CITY on December 14, 2015.	30
Exhibit "E"	Map and description of +/- 100 acre tract within the Project which is to be conveyed from DEVELOPER to CITY for the Supplemental Project.	31
Exhibit "F"	Map and description of two tracts located east of the Project which are to be conveyed by CITY to DEVELOPER.	32

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

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

1. "4B CORPORATION" has the meaning set forth in Section V.D.1 below.

2. "4B CORPORATION Payments' has the meaning set forth in Section IV.A.3a below.

3. "Additional Available Tax Increment" shall mean (1) as the CITY, 30% of the CITY's Aggregate Available Tax Increment for the years 2015 through 2025 and 20% of the CITY's Aggregate Available Tax Increment for the years 2026 through the remaining Term of the ZONE, and (2) as the COUNTY, 33% of the COUNTY's Aggregate Available Tax Increment for the years 2015 through 2025 and 23% of the COUNTY's Aggregate Available Tax Increment for the years 2026 through the remaining Term of the ZONE.

4. "Additional Payments" has the meaning set forth in Section V.F.1. below.

5. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate reimbursable Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE, shall not exceed an aggregate reimbursement of Four Hundred Thousand Dollars ($400,000), representing Three Hundred Thousand Dollars ($300,000.00) to the CITY and One Hundred Thousand Dollars ($100,000.00) to the COUNTY.

6. "Aggregate Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 100% of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 100% of the COUNTY's M&O Tax Rate as levied, collected and allocated to the general fund (i.e., excluding only the portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate.") To avoid doubt, for both the CITY and the COUNTY, the Available Tax Increment and the Additional Available Tax Increment together amount to the Aggregate Available Tax Increment.

7. "Agreement" means this Amended and Restated Interlocal Agreement.

8. **"**Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 70% for the years 2015 through 2025, and 80% for the years 2026 through the remaining Term of the ZONE, of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 67% for the years 2015 through 2025, and 77% for the years 2026 through the remaining Term of the ZONE**,** of the COUNTY's M&O Tax Rate as levied, collected and allocated to the general fund (i.e., excluding only the portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate.")

9. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance or order. The Base Year is 2014.

10. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2014, the Base Year of the ZONE.

11. "CITY" has the meaning set forth in Section I.A.1 above.

12. "CITY's Additional Pledge" has the meaning set forth in Section V.A.2. below.

13. "CITY's Approved Pre-TIRZ Administrative Costs" shall mean the CITY's out-of-pocket Administrative Costs incurred prior to December 22, 2014, in the amount of $70,000.00.

14. "CITY M&O Tax Rate" means that portion of the ad valorem tax rate used by the CITY for Maintenance and Operation. The CITY M&O Tax Rate may change from time to time. The CITY M&O Tax Rate as of December 31, 2014 is $0.4313 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the CITY during the Term of the ZONE.

15. "COUNTY" has the meaning set forth in Section I.A.1 above.

16. "COUNTY's Additional Pledge" has the meaning set forth in Section IV.A.3. below.

17. "COUNTY Applicable M&O Tax Rate" for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the County M&O Tax Rate for the given year. The Base Year M&O Tax Rate was $0.5308 per $100 dollars of valuation.

18. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for maintenance and operation. The COUNTY M&O Tax Rate is subject to change by the COUNTY in accordance with applicable law.

19. "DEVELOPER" has the meaning set forth in Section I.A.1 above.

20. "Development Agreement" means the agreement among the DEVELOPER, the ZONE and the CITY attached hereto as Exhibit C.

21. "Educational Facilities Lease" has the meaning set forth in Section V.D.1. below.

22. "Educational Facilities Project Interlocal Funding Agreement" has the meaning set forth in Section V.C.1. below.

23. "First Amendment" means that certain First Amendment to Interlocal Agreement among the Parties executed September 15, 2015, which amended the Original Agreement.

24. "Letter of Intent" means that certain letter of intent between The Texas A&M University System, Texas A&M University, the COUNTY and the CITY dated September 15, 2015, relating to the Texas A&M University campus to be developed as part of the Supplemental Project.

25. "LGC" has the meaning set forth in Section V.D1. below.

26. "LOC" has the meaning set forth in Section VI.A.3.(e). below.

27. "Original Agreement" means that certain Interlocal Agreement executed between the CITY, the COUNTY, the ZONE, and the DEVELOPER, on the 17th day of March, 2015,

28. "Original Project and Finance Plan" shall mean the final project and finance plan for the ZONE approved by the Board of Directors of the ZONES and the City Commission of the CITY for the original Project and attached hereto as Exhibit "A".

29. "Participating Taxing Entity" means the CITY and COUNTY.

30. "Parties" has the meaning set forth in Section I.A.1 above.

31. "PID" has the meaning set forth in Section I.A.1. above.

32. "PID Assessment" has the meaning set forth in Section VI.A.3.(a) below.

33. "Pledged PID Revenues" has the meaning set forth in Section VI.A.3.(a) below.

34. "Pre-TIRZ Administrative Costs" shall have the meaning given in the Original Project and Finance Plan.

35. "Project" means the Tres Lagos Development Project, as that project is more specifically identified in the Original Project and Finance Plan.

36. "Project Costs" mean the costs of the Public Infrastructure Improvements, eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Original Project and Finance Plan. The Project Costs in the aggregate for the life of ZONE are estimated to be Two Hundred Thirty-Two Million Three Hundred Ninety-Six Thousand Three Hundred Fifteen and No/100 Dollars ($232,396,315.00), plus an estimated Twenty Six Million One Hundred Forty-Four Thousand Five Hundred Eighty-Five and No/100 Dollars ($26,144,585.00) in applicable qualifying interest costs for a total of Two Hundred Fifty-Eight Million Five Hundred Forty Thousand Nine Hundred One and No/100 Dollars ($258,540,901.00) as more completely set forth in Exhibit "A".

37. "Proposed Supplemental Educational Facilities Project Financing Structure" has the meaning set forth in Section V.D.1. below.

38. "Public Infrastructure Improvements" mean those certain public improvements to be constructed as part of the Project and described in the Original Project and Finance Plan as being public improvements the cost of which will be reimbursed out of either: (i) the Available Tax Increment or (ii) Tax Increment Bonds which will be repaid out of the Available Tax Increment.

39. "Separate Additional Funds" has the meaning set forth in Section V.F.1 below.

40. "Soft Project Costs" mean those costs identified as "Soft Project Costs" in the Original Project and Finance Plan, Exhibit 5, Sources and Uses Table, that are related to the Supplemental Project.

41. "Supplemental Debt Service Shortfall" has the meaning set forth in Section IV.A.3. below.

42. "Supplemental Educational Facilities Contract Revenue Bonds" mean the contract revenue bonds, as further described in Section V.D.1. hereof, issued by the CITY or the LGC on behalf of the CITY, in the face amount of +/- $10,000,000.00 to finance the construction of the Supplemental Educational Facilities Project.

43. "Supplemental Educational Facilities Project" means the construction of a building and related site work to serve as the initial buildings for the new Texas A&M University campus to be located on a +/- 100 acre tract within the Project, with a CITY contribution of approximately $10,000,000.00, toward the more than approximately $50,000,000.00 of buildings to be constructed in phase one of the campus.

44. "Supplemental Educational Facilities Project Costs" means the costs of Supplemental Project improvements that are eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Supplemental Project and Finance Plan, and which shall not exceed $10,000,000.00.

45. "Supplemental Master Infrastructure Taxable Certificates of Obligation" means the certificates of obligation, as further described in Section V.D.2. hereof, issued by the CITY to raise the amount of +/- $24,500,000.00 to finance the Supplemental Master Infrastructure Project.

46. "Supplemental Master Infrastructure Project" means the construction of the infrastructure for the tract whereupon the Supplemental Educational Facilities Project will be located and included in the Original Project and Finance Plan to be completed in Phase I of the Project.

47. "Supplemental Project" means the Supplemental Educational Facilities Project and the Supplemental Master Infrastructure Project.

48. "Supplemental Project and Finance Plan" means the Supplemental Project and Finance Plan approved by the ZONE BOARD on December 14, 2015, and by the Commission of the CITY on December 14, 2015, a copy of which is attached hereto as Exhibit "D".

49. "Supplemental Project Obligations" means the Supplemental Educational Facilities Contract Revenue Bonds and the Supplemental Master Infrastructure Taxable Certificates of Obligation.

50. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

51. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2014 the year in which the ZONE was designated.

52. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Available Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of McAllen, Texas Tax Increment Fund," which fund must be segregated and kept apart from any other funds of the CITY and may only be used to pay for expenses and costs approved by the Board of Directors for the ZONE.

53. "Tax Increment Payment" means the Available Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

54. "Term of the ZONE" has the meaning set forth in Section III. A., below.

55.

56. "Transportation Zone" means Transportation Reinvestment Zone Number Two, Hidalgo County.

57. "ZONE" has the meaning set forth in Section I.A.1. above.

58. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. A Resolution No. 2014-51 approved by the CITY Commission of CITY on October 27, 2014, expressed the CITY's intent to create a tax increment financing reinvestment zone and to participate in the ZONE at a level of 80% of the CITY M&O Tax Rate to support revitalization and development activities for the ZONE, commonly known as the Tres Lagos TIRZ, pursuant to Chapter 311, Texas Tax Code. On November 18, 2014, the COUNTY, by resolution, expressed its intent to participate in the ZONE at a level of 77% of the COUNTY M&O Tax Rate. On December 22, 2014, the City Commission of the CITY passed and approved Ordinance No. 2014-75, which created the ZONE over the property contained in the ZONE, a legal description of which is contained in Exhibit "A" to the Development Agreement, and by which the CITY agreed to be bound to an interlocal agreement by and among the CITY, the COUNTY, the ZONE, and the DEVELOPER, pursuant to Section 311.013 of the Texas Tax Code. The ZONE is projected to terminate on December 31, 2044, unless earlier termination occurs under this Agreement (the "Term of the ZONE").

B. The CITY approved the preliminary project and finance plan on December 22, 2014. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2014-75, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it has found that it has complied with, and has complied with all legal requirements and notice requirements in the creation of the ZONE.

C. On March 17, 2015, the CITY, the COUNTY, the ZONE, and the DEVELOPER approved and executed the Original Agreement, which was amended on September 15, 2015 by the approval and execution by the Parties of the First Amendment. The Parties have agreed to enter into this Agreement, which will further amend, and fully restate, the Original Agreement as previously amended by the First Amendment, in order to implement and fund the Original Project and Finance Plan and the Supplemental Project and Finance Plan for the ZONE. As further described and subject to the terms of this Agreement, the CITY will contribute 70% and the COUNTY will contribute 67% of their respective Aggregate Available Tax Increment during the years 2015 through 2025, and thereafter through the remaining Term of the ZONE the CITY will contribute 80% and the COUNTY will contribute 77% of their respective Aggregate Available Tax Increment.

D. The ZONE BOARD and the CITY have approved the Supplemental Project and Finance Plan to add the Supplemental Project, and fund the construction of the Supplemental Educational Facilities Project, through: (a) the CITY pledging an additional 30% of its Aggregate Available Tax Increment in the years 2015 through 2025 and thereafter through the remaining Term of the ZONE by pledging an additional 20% of its Aggregate Available Tax Increment; and (b) the COUNTY contributing an additional 33% of its Aggregate Available Tax Increment in the years 2015 through 2025 and thereafter through the remaining Term of the ZONE by contributing an additional 23% of its Aggregate Available Tax Increment, all subject to the terms described in Sections IV and V of this Agreement.

E. This Agreement is being executed by the Parties to facilitate the funding and construction of the Project pursuant to the Original Project and Finance Plan and the Supplemental Project pursuant to the Supplemental Project and Finance Plan and the expedited construction of the Phase l improvements pursuant to the Original Finance and Project Plan to facilitate the Supplemental Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to (a) 67% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year in the years 2015 through 2025, and (b) 77% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year beginning in the year 2026 through the remaining Term of the ZONE. For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in Section IV.B of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund pursuant to this Section IV.A.1 be greater than One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00) over the life of the ZONE (which for purposes of this provision will be deemed to end no later than December 31, 2044) beginning with the 2015 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund pursuant to Section IV.A.1 above shall be used to fund Project Costs including construction of Public Infrastructure Improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund pursuant to Section IV.A.1 above shall end when it has contributed the maximum total contribution provided for herein of One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2044 (ending on December 31, 2044), whichever occurs first. The COUNTY's continued contribution to the Tax Increment Fund pursuant to Section IV.A.1 above is conditioned upon the DEVELOPER's continuing the Project and being in full compliance with the Development Agreement and on the continued existence of the ZONE. In the event the DEVELOPER has been found to be in Default, as said term is defined in Section 7.1 of the Development Agreement (hereinafter "Default"), the COUNTY may withhold its contributions without incurring penalty or interest until such time as the non-compliance has been remedied.

3. In addition to the agreement by the COUNTY pursuant to Section IV.A.1. above to participate in the ZONE at a rate of 67% in the years 2015 through 2025 and 77% in the years 2026 through the remaining Term of the ZONE, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an additional amount equal to 33% in the years 2015 through 2025 and 23% in the years 2026 through the remaining Term of the ZONE of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value with the ZONE, with said additional contribution being subject to the limitations contained herein (the "COUNTY's Additional Pledge"). The COUNTY's Additional Pledge will only be contributed by the COUNTY to the Tax Increment Fund, subject to Section IVA.4, if for any year the CITY's Additional Pledge for such tax year is not sufficient to pay the debt service on the Supplemental Educational Facilities Contract Revenue Bonds during such year (the "Supplemental Debt Service Shortfall") and/or there are any amounts outstanding necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed. In no event shall the COUNTY's Additional Pledge to the Tax Increment Fund and to reimburse the 4B CORPORATION for any 4B CORPORATION Payments exceed an aggregate total of Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00).

a. In the event the Supplemental Debt Service Shortfall for any tax year exceeds the amount of the COUNTY's Additional Pledge for such year, the COUNTY shall contribute the full amount of the COUNTY's Additional Pledge for that respective tax year to the Tax Increment Fund and the 4B CORPORATION shall be obligated (as contemplated and described in Section V.D.1. below) to contribute its available sales tax revenues to the Tax Increment Fund in an amount sufficient to cover the remaining Supplemental Debt Service Shortfall for that respective tax year. Funds contributed by the 4B CORPORATION to cover the remaining Supplemental Debt Service Shortfall for any tax year (after accounting for the full amount of the COUNTY's Additional Pledge for such year) as contemplated and described in Section V.D.1. below are herein referred to as the "4B CORPORATION Payments."

b. In the event the Supplemental Debt Service Shortfall for any tax year is less than the amount of the COUNTY's Additional Pledge for such tax year, the COUNTY shall contribute to the Tax Increment Fund, all or a portion of the COUNTY's Additional Pledge equal to: (i) the Supplemental Debt Service Shortfall for such tax year and/or (ii) an amount necessary for, and which shall be utilized by, the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed.

c. To the extent that the COUNTY's Additional Pledge for any tax year is more than (i) any Supplemental Debt Service Shortfall for such tax year, and (ii) any amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed, such excess amount shall not be part of the COUNTY's Additional Pledge or contributed to the Tax Increment Fund, and shall instead be retained by the COUNTY and may be used by the COUNTY for any lawful purpose.

d. The COUNTY's contribution of the COUNTY's Additional Pledge to the Tax Increment Fund is conditioned upon the CITY issuing the Supplemental Educational Facilities Contract Revenue Bonds to fund the Supplemental Project as set forth in the Supplemental Project and Finance Plan attached hereto as Exhibit "D". In the event the CITY does not issue the Supplemental Educational Facilities Contract Revenue Bonds to fund the Supplemental Project as prescribed in the Supplemental Project and Finance Plan, the COUNTY shall have no obligation to contribute the COUNTY's Additional Pledge to the Tax Increment Fund under this Agreement. The Parties hereto agree that all funds contributed by the COUNTY to the Tax Increment Fund pursuant to the COUNTY's Additional Pledge shall only be used to fund debt service payments on the Supplemental Educational Facilities Contract Revenue Bonds to pay the Supplemental Debt Service Shortfall and to pay amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments not previously reimbursed. The COUNTY's obligation to contribute the COUNTY's Additional Pledge to the Tax Increment Fund shall end when the aggregate contribution made under the COUNTY's Additional Pledge reaches Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00).

4. The Administrative Costs that the COUNTY has the right to deduct pursuant to Section IV.B.1 of this Agreement shall be deducted from the Tax Increment Payment due pursuant to Section IV.A.1. above and not from the COUNTY's Additional Pledge. In accordance with Section IV.B.9.b. hereof, the Parties agree that, notwithstanding anything to the contrary contained herein, in the event any of the property within the Zone is also within the Transportation Zone, during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the ZONE to the Transportation Zone, in lieu of the aggregate amounts otherwise specified herein, the COUNTY's aggregate contribution to the ZONE with respect to property that is within the overlap between the Transportation Zone and the ZONE shall not exceed fifty percent (50%) of the Applicable M&O Tax Rate.

5. The CITY, the COUNTY, and the ZONE agree and acknowledge that the COUNTY is agreeing to the COUNTY's Additional Pledge in reliance on the commitments made by the CITY, the DEVELOPER and the ZONE BOARD to: (a) in the case of the CITY, (i) timely contribute its Tax Increment Payments to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement and the CITY's Additional Pledge to the Tax Increment Fund as they become due in accordance with and subject to the terms of Section V.A.2. hereof; (ii) issue and pay the Supplemental Project Obligations in accordance with this Agreement, and (iii) fulfill its obligations with respect to this Agreement and the Supplemental Project Obligations; (b) in the case of the DEVELOPER, fulfill its obligations with respect to this Agreement and the Supplemental Project Obligations, and (c) on the commitment of the ZONE to comply with the Original Project and Finance Plan and the Supplemental Project and Finance Plan. Any failure to fulfill such commitments will be considered a breach of this Agreement and such breach shall be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

B. Tax Increment Payment

1. The COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement, shall accrue as the COUNTY collects its Aggregate Available Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the value of the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the taxes collected on the value of the Tax Increment. The Parties agree that COUNTY shall have the right to deduct 1/30 of the COUNTY's pro-rata portion of Administrative Costs per year (1/30 of $100,000.00, or $3,333.33 per year) prior to contribution of its Tax Increment Payment described in Section IV.A.1 above into the Tax Increment Fund. The COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by the later of: (i) collection reports having been provided to the Hidalgo County Auditor's Office; (ii) May 1, 2016; or (iii) 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2016, but only for tax year 2015, beginning January 1, 2015. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2044.

The chart below is for illustrative purposes only and is an example of how the payment calculation is calculated by the COUNTY. Assuming for the purpose of this example, the tax value of the zone is $100,000.00, the base value is $10,000.00, the Administrative Costs are $10.00 per year and the overall COUNTY tax rate is $.0059.

Tax Increment Reinvestment Zone (TIRZ Payment Calculation)	**EXAMPLE**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	$0.0059
GHD Actual Tax Level for all real property tax accounts located within the TIRZ	**$590.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(less) Tax Increment Base	$10,000.00
	$90,000.00
Captured Appraised Value	$90,000.00
(multiplied by) Contribution Rate (County Applicable M&O Tax Rate) (.51/100)	0.0051
Tax Levy Due to TIRZ	**$459.00**
Tax Increment (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$300.00
(divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$590.00
Percent Collected of Actual Levy	**50.85%**
Tax Levy Due to TIRZ	$459.00
(multiplied by) Percent Collected of Actual Levy	50.85%
Purposed Payment Amount	$233.40
(less) Administration Costs (as per Agreement)	$10.00
TAX INCREMENT PAYMENT AMOUNT DUE TO TAX INCREMENT FUND	**$223.40**

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY the TIRZ annual audit report, an updated fact sheet that includes detail as to

what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member, the date for the next annual meeting and a formal request for payment. In preparing this report, COUNTY acknowledges that CITY will be relying on information provided by the DEVELOPER. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under Section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. Such reports and documentation also shall include sufficient information on the Supplemental Debt Service Shortfall, the CITY's Additional Pledge, the 4B CORPORATION Payment, and the debt service obligation to allow the COUNTY and the Hidalgo County Auditor to confirm the calculation of the amount due, if any, on the COUNTY's Additional Pledge.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the report required to be filed by the CITY under Section 311.016 of the Texas Tax Code is not filed timely; or if the fact sheet, the TIRZ's annual audit report, and/or payment request are not provided to the County timely, or under any other situation in which the CITY does not pay interest or penalties.

5. The CITY and the ZONE agree to provide prior written notice to the COUNTY of a proposed change that would constitute at least a twenty-five percent (25%) increase or decrease in either the Project Costs or the scope and scale of the Project (hereinafter a "Material Change"); provided that any Material Change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The ZONE BOARD shall have the right to amend and modify the Original Project and Finance Plan or the Supplemental Project and Finance Plan without providing prior written notice to the COUNTY so long as such amendment or modification does not constitute a Material Change.

6. If the CITY, the DEVELOPER or the Board of Directors for the ZONE materially breaches this Agreement, then the COUNTY may provide written notice to the CITY, the DEVELOPER and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or

expenses associated with the development of the ZONE or the implementation of the Original Project and Finance Plan or the Supplemental Project and Finance Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto. This provision shall not affect the obligation of the COUNTY under any separate document or agreement related to the Project or its infrastructure (i.e. agreements relating to design and construction of drainage channels or improvements) to which the COUNTY is a signatory.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the Term of the ZONE shall not exceed:

a. One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00), pursuant to Section IV.A.1, and

b. Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00). pursuant the COUNTY's Additional Pledge;

plus any applicable penalty and/or interest allowed in Section 311.013 of the Tax Code, subject to the limitations on Section IV.B.4. hereof.

9. a. *General Provisions*. Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in Section IV.B.9.b. and IV.B.9.c. below, the COUNTY agrees to participate at seventy-seven percent (77%) of the COUNTY M&O Tax Rate (for tax year 2015, 77% equaling $.408716 per $100 valuation on the Captured Appraised Value) for real property within the Zone, without regard to whether the real property is also within the Transportation Zone.

b. *Transportation Zone Overlap*. Notwithstanding anything to the contrary contained herein, in the event any of the property within the Zone is also within the Transportation Zone, during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the ZONE to the Transportation Zone, in lieu of the 77% of Applicable M&O Tax Rate specified above, the COUNTY contribution to the ZONE with respect to real property that is within the overlap between the Transportation Zone and the ZONE shall not exceed fifty percent (50%) of the Applicable M&O Tax Rate.

c. *Lower COUNTY M&O Tax Rate*. If the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation on the Captured Appraised Value during a year in the Term of the ZONE, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed seventy-seven percent (77%), or, with respect to property within an overlap with the Transportation Zone, fifty percent (50%) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O with respect to such year the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation.

d. *Greater COUNTY M&O Tax Rate*. If the COUNTY M&O Tax Rate is greater than $0.5308 per $100 valuation on the Captured Appraised Value during the Term of the ZONE, the COUNTY shall retain all taxes collected in excess of $0.5308 with respect to any real property within the ZONE per $100 valuation on the Captured Appraised Value, and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the COUNTY.

10. COUNTY taxes that are delinquent for more than five years will be considered un-collectible and shall not be included in the Tax Increment Payment.

11. All rollback taxes received from assessments on real property within the ZONE shall be considered Tax Increment and shall be deposited into the Tax Increment Fund, however any penalties and interest received shall not be considered Tax Increment.

C. School District Provisions

The COUNTY understands that the Project is located in the Edinburg Consolidated Independent School District. The City and the Zone represent to the COUNTY that the Edinburg Consolidated Independent School District is not participating in the ZONE by contribution of Tax Increment but may request cooperation in the future with the ZONE BOARD relating to the planning, construction or financing of schools within the ZONE, subject to appropriate approvals.

D. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the CITY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Financing Plan as limited by the CITY's ordinance creating the ZONE. The Participating Taxing Entities, during the Term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals in a manner that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of nine (9) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to designate one member of the ZONE BOARD as its designee. If it is necessary for the CITY to make or confirm the appointment, the CITY shall appoint or confirm the COUNTY's designee.

E. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the legal description of the ZONE contained in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

1. Subject to the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund (i) seventy percent (70%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each respective tax year during the years 2015 through 2025, and (ii) eighty percent (80%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each respective tax year beginning in 2026 through the remaining Term of the Zone. The CITY agrees to require the DEVELOPER and ZONE to implement the Original Project and Finance Plan. The CITY's contributions to the Tax Increment Fund pursuant to this Section V.A.1 shall end when the CITY has contributed the maximum total contribution provided for herein of One Hundred Twenty Million Nine Hundred Ninety Thousand One Hundred Forty-Nine and No/100 Dollars ($120,990,149.00), or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2044, whichever occurs first. The CITY's continued contribution to the Tax Increment Fund is conditioned upon the DEVELOPER not being in Default, and on the continued existence of the ZONE. In

the event DEVELOPER is found to be in Default under the terms of the Development Agreement, the CITY may withhold its contribution without incurring penalty or interest until such time as the Default has been remedied. As a condition of the COUNTY's participation in this Agreement, the Finance and Project Plan must be followed and implemented pursuant to the Development Agreement.

The CITY and ZONE shall have an obligation to assure that the DEVELOPER follows and implements the Original Project and Finance Plan as provided in the Development Agreement. In the event the CITY and/or ZONE fails to appropriately require the Developer to comply with the Development Agreement or otherwise fails to appropriately implement the Original Project and Finance Plan, such failure will be considered a breach of this Agreement and subject to the cure provisions contained in Section IV.B.6. of this Agreement.

2. In addition to the agreement by CITY pursuant to Section V.A.1. above to participate in the Zone at a rate of 70% in the years 2015 through 2025 and 80% in the years 2026 through the remainder of the Term of the ZONE under the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the Supplemental Project and Finance Plan for the ZONE by contributing to the Tax Increment Fund an additional amount equal to (i) thirty percent (30%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year in the 2015 through 2025 tax years, and (ii) twenty percent (20%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year beginning in 2026 through the remaining Term of the ZONE (the "CITY's Additional Pledge"). The CITY agrees to, and agrees to require the ZONE BOARD to, implement the Supplemental Project and Finance Plan. The CITY's contributions to the Tax Increment Fund of the CITY's Additional Pledge shall end upon the earlier of: (a) the CITY making all required principal and interest payments on the Supplemental Educational Facilities Contract Revenue Bonds using the CITY's Additional Pledge and the COUNTY's Additional Pledge (if required due to a Supplemental Debt Service Shortfall) until such bonds are paid in full; or (b) the ZONE termination date in 2044, whichever occurs first. As a condition of the COUNTY's participation through the COUNTY's Additional Pledge under this Amendment, the Supplemental Finance and Project Plan must be followed and implemented by the City and the ZONE BOARD.

The CITY shall have an obligation to assure that the ZONE BOARD follows and implements the Supplemental Project and Finance Plan. In the event the CITY and/or ZONE fails to appropriately implement the Supplemental Project and Finance Plan, such failure will be considered a breach of this Agreement and such breach shall be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V.A.1. and V.A.2. of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by May 1, 2016. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2016, but only for the tax year 2015 beginning January 1, 2015. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund annually on or before May 1, 2016 (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Available Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Financing of Supplemental Project

1. Supplemental Educational Facilities Contract Revenue Bonds. The CITY shall create a "local government corporation" (the "LGC") pursuant to Subchapter D of Chapter 431 of the Transportation Code to issue one or more series of contract revenue bonds, a tax-exempt series and, if necessary, a taxable series (collectively, the "Supplemental Educational Facilities Contract Revenue Bonds") to finance the construction of the Supplemental Educational Facilities Project pursuant to Section 1509.003 of the Texas Government Code, as amended.

Pursuant to this proposed financing structure (the "Proposed Supplemental Educational Facilities Project Financing Structure"), the CITY, the LGC, the ZONE and the Development Corporation of McAllen, Inc. (the "4B CORPORATION"), a nonprofit economic development corporation originally created pursuant Section 4B of Article 5190.6, Texas Revised Civil Statutes (now codified primarily in Chapters 501 and 505 of the Local Government Code and known as the Development Corporation Act), would enter into an inter-local agreement (the "Educational Facilities Project Interlocal Funding Agreement") whereby the 4B CORPORATION and the ZONE, from the respective sources set forth herein, would obligate themselves to pay the LGC an amount sufficient to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds.

The 4B CORPORATION's payment obligation pursuant to the Educational Facilities Project Interlocal Funding Agreement would be subordinate only to the obligation of the 4B CORPORATION to make debt service payments on its outstanding Sales Tax Revenue Bonds, Series 1998. The ZONE's payment obligation pursuant to the Educational Facilities Project Interlocal Funding Agreement would be limited to the availability of Additional Payments, as defined in Section V.F.1. hereof. Pursuant to the Educational Facilities Project Interlocal Funding Agreement, the 4B CORPORATION's source of pledge (its sales tax) would only be utilized to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds in the event that the Additional Payments would be insufficient to pay such debt service on the Supplemental Educational Facilities Contract Revenue Bonds. The Parties to this Agreement acknowledge that the 4B CORPORATION's pledge of its sales tax and the LGC's issuance of a series of the Supplemental Educational Facilities Contract Revenue Bonds as tax-exempt bonds shall significantly reduce the interest rate paid on the Supplemental Educational Facilities Contract Revenue Bonds.

Pursuant to the Educational Facilities Project Interlocal Funding Agreement, the CITY and the LGC would be required to construct the Supplemental Educational Facilities Project. The CITY and the LGC would also be required to enter into a lease (the "Educational Facilities Lease") with Texas A&M University for such Supplemental Educational Facilities Project. The Educational Facilities Lease would be for a term lasting as long as the Supplemental Educational Facilities Contract Revenue Bonds are outstanding and the lease would require only a nominal lease payment. At such time the Supplemental Educational Facilities Contract Revenue Bonds would be paid in full, the City, pursuant to Section

272.001(j) of the Texas Local Government Code, would donate the Supplemental Educational Facilities Project to Texas A&M University.

The City and the LGC would enter into the Educational Facilities Lease pursuant to Section 1509.001 of the Texas Government Code, as amended, to develop and diversify the economy of this state and eliminate unemployment or underemployment in this state under the authority granted by Section 52-a, Article III, Texas Constitution. The Educational Facilities Lease would necessarily terminate by its own terms should the Supplemental Educational Facilities Project cease to be operated as an institution of higher education during the time that the Supplemental Educational Facilities Contract Revenue Bonds are outstanding.

The Proposed Supplemental Educational Facilities Project Financing Structure described above and the issuance of the Supplemental Educational Facilities Contract Revenue Bonds by the LGC are contingent on their approval by the Public Finance Division of the Texas Attorney General.

2. Supplemental Master Infrastructure Taxable Certificates of Obligation. The CITY shall issue Certificates of Obligation (the "Supplemental Master Infrastructure Taxable Certificates of Obligation") pursuant to Subchapter C of Chapter 271, Texas Local Government Code (the Certificate of Obligation Act of 1971) to finance the Supplemental Master Infrastructure Project. The Certificates of Obligation shall be secured by a continuing ad valorem tax levied on all taxable property within the CITY, within the limits prescribed by law, and a pledge of the Pledged PID Revenues, as further defined below in Section VI.A.3.

Notwithstanding the CITY's pledge of city-wide ad valorem taxes to the payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation, city-wide ad valorem taxes shall only be utilized to pay debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation in the event that the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement are insufficient, and then only in the event the Pledged PID Revenues are insufficient to pay the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation. As further described in Section VI.A.3., the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement are intended as the primary source of payment of the principal and interest on the Supplemental Master Infrastructure Taxable Certificates of Obligation, and the Pledged PID Revenues are intended as the initial source of payment until the said Available Tax Increment is sufficient to pay the debt service. Further, the Pledged PID Revenues are intended as the secondary source of payment to the extent Available Tax Increment is insufficient to pay all of the said debt service on an annual basis.

The Parties to this Amendment acknowledge that the City's pledge of city-wide ad valorem taxes to the payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation shall significantly reduce the interest rate paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation.

3. Each Participating Taxing Entity and Party shall participate in the payment of the Supplemental Educational Facilities Project Costs only to the extent described herein. The CITY, PID, and/or the ZONE shall be entitled to enter into any other agreements for the CITY, the PID or the ZONE to pay the costs of the Supplemental Project and other reasonable expenses from the Available Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

E. Disbursement of Funds (Other than the Separate Additional Funds) in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the CITY shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2014-75 passed and approved by City Commission of the CITY on December 22, 2014, and pursuant to this Agreement. Except for amounts to be paid to the CITY and COUNTY for Administrative Costs, no funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of the amount of funds used and disbursement of funds by the ZONE shall be given at least annually to the COUNTY. The Parties agree that the CITY shall be responsible for the annual administration of the ZONE.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.5 above. Accordingly the agreed allocation of the total amount budgeted for Administrative Costs ($400,000.00) shall be apportioned in the amount of $300,000.00 for repayment of the CITY's administrative costs and $100,000.00 for the repayment of the COUNTY's administrative costs during the Term of the ZONE, with the CITY and the COUNTY each receiving 1/30 of their pro-rata amount per year, as funds are available in the Tax Increment Fund. The CITY shall receive priority reimbursement of the Pre-TIRZ Administration Costs incurred by it. The Parties further agree and understand that the COUNTY and CITY are entitled to deduct their yearly pro-rata portion of Administrative Costs prior to depositing their respective Tax Increment Payment required pursuant to Section IV.A.1. (with respect to the COUNTY) and Section V.A.1 (with respect to the CITY) into the Tax Increment Fund, as long as said deductions are clearly delineated as a deduction from the Tax Increment Payment. If there is not enough Available Tax Increment to pay the COUNTY's and CITY's respective pro-rata yearly Administrative Costs, the COUNTY and CITY are entitled to deduct the pro-rata Administrative Costs which are owing to each entity respectively, prior to depositing the Tax Increment Payment in the Tax Increment Fund during the next year in which sufficient funds exist in the Available Tax Increment to pay said pro-rata Administrative Costs.

3. The CITY and ZONE will use funds in the Tax Increment Fund contributed by the COUNTY and the CITY pursuant to Section IV.A.1. and Section V.A.1, respectively, hereof to reimburse expenditures in the order and priority of payment set forth in the Original Project and Finance Plan and the Development Agreement. The foregoing notwithstanding, no such funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities or a dispute with Developer.

4. In addition, the above notwithstanding, in the event that bonds or tax anticipation notes are issued pursuant to Section 311.015 of the Texas Tax Code, the proceeds shall be used to pay outstanding reimbursements according to the priority of payment, and thereafter the payment of debt service shall be a priority above any other annual obligations, and the amount of the Tax Increment Fund derived from amounts contributed by the COUNTY and the CITY pursuant to Section IV.A.1. and Section V.A.1, respectively, hereof shall not be directed for any other purpose until such bonds or tax anticipation notes or other obligations have been satisfied in full.

F. Disbursement of Separate Additional Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2014-75 passed and approved by City Commission of the CITY on December 22, 2014 and pursuant to this Agreement. No funds that are deposited in or credited to the Tax Increment Fund as a result of the CITY's Additional Pledge, or the

COUNTY's Additional Pledge (except for that portion of the COUNTY's Additional Pledge, if any, which is to be used by the ZONE to pay amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments not previously reimbursed, all as further described in Section V.D.1. hereof) (collectively the "Additional Payments") shall be disbursed from the Tax Increment Fund for any purpose other than paying the costs of issuance for and making debt service payments on the Supplemental Educational Facilities Contract Revenue Bonds that shall be issued by the CITY or the LGC on behalf of the CITY. The Additional Payments shall be accounted for separately from other funds held within the Tax Increment Fund (the "Separate Additional Funds"), and no payments may be made from the Separate Additional Funds held within the Tax Increment Fund without the prior written approval of the ZONE BOARD. Notice of the amount of Separate Additional Funds used, disbursed, and remaining in the Tax Increment Fund shall be given at least annually to the COUNTY.

2. In the Educational Facilities Project Interlocal Funding Agreement, the CITY and the ZONE shall limit the use of the Separate Additional Funds in the Tax Increment Fund as set forth in the Supplemental Project and Finance Plan, and only for the cost of issuance and repayment of principal and interest on the Supplemental Educational Facilities Contract Revenue Bonds.

3. The Parties agree and covenant that the Additional Payments shall only be used to fund the costs of issuance of and pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds pursuant to the Supplemental Project and Finance Plan; and, that the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement shall be used as they are received on an annual basis under the following priority: first, to fund the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation that is due each year that said Supplemental Master Infrastructure Taxable Certificates of Obligation are outstanding; and, second, other uses according to the Priority of Payment set forth in Section 3.7.2 of the Development Agreement. The Parties further agree and covenant that the proceeds from the sale of the Supplemental Educational Facilities Contract Revenue Bonds and Supplemental Master Infrastructure Taxable Certificates of Obligation required to be issued by the CITY, or the LGC, as the case may be, pursuant to this Agreement shall be deposited in the Tax Increment Fund, accounted for separately, and only be used for the respective purposes and under the respective priority of uses as follows:

a. Proceeds from the Supplemental Educational Facilities Contract Revenue Bonds: All proceeds from the Supplemental Educational Facilities Contract Revenue Bonds shall only be used to fund the following costs and expenses in the following priority: first, payment of the CITY's obligations under the agreement with Texas A&M University, anticipated to be entered into pursuant to the Letter of Intent, related to the funding of buildings and related site work according to the Supplemental Project and Finance Plan to provide an initial Texas A&M University campus within the Project; and, second, other uses according to the Priority of Payment set forth in Section 3.7.2 of the Development Agreement.

b. Proceeds from the Supplemental Master Infrastructure Taxable Certificates of Obligation: All proceeds from any Supplemental Master Infrastructure Taxable Certificates of Obligation shall only be used to fund the following costs and expenses in the following priority: first, payment or reimbursement for Project Costs and Soft Project Costs for Phase I of the Project and Supplemental Project infrastructure as approved by the ZONE BOARD; second, payment of the CITY's Approved Pre-TIRZ Administrative Costs; third, payment of the CITY and the COUNTY's accrued incremental Administrative Costs; and fourth, other uses according to the priority of payment set forth in Section 3.7.2 of the Development Agreement.

VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

A. Agreement by Developer

1. In return for the covenants and agreements made by the CITY, the COUNTY, and the ZONE, the DEVELOPER agrees to faithfully perform its obligations under this Agreement and the Development Agreement, including without limitation the obligation to follow and implement the Original Project and Finance Plan and the Supplemental Project and Finance Plan as those obligations are imposed by the Development Agreement and this Agreement. If the DEVELOPER fails to meet the obligations contained in this Agreement or the Development Agreement, it shall constitute a breach of this Agreement and be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

2. The Parties agree that if the sum of the CITY's Additional Pledge during the years 2015 through 2025 of the ZONE exceeds the amount required to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds during such years, any such excess shall be paid to the DEVELOPER.

3 The CITY finds that the Supplemental Project promotes the interests of the CITY, and that the Supplemental Project will confer a special benefit on the part of the CITY located within the PID. The Parties expressly agree to the following in relation to the issuance and payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation by the CITY:

a. The DEVELOPER hereby agrees and consents to the CITY and PID levying an annual PID assessment pursuant to Texas Local Government Code Section 372.017 (the "PID Assessment") on all property within the PID for the purpose and in the amount necessary to fund the annual debt service payments due on the Supplemental Master Infrastructure Taxable Certificates of Obligation (the "Pledged PID Revenues").

b. The PID hereby agrees to take all actions as required by law to cause the levy of the PID Assessment by the CITY for the purpose of funding the initial and supplemental debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation by the PID pursuant to this Agreement.

c. The PID agrees to deposit the Pledged PID Revenues into the PID fund as the PID Assessments are collected. The Parties agree that after the Pledged PID Revenues are deposited in the PID fund they will be accounted for separately and shall only be used to pay the annual debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation to the extent the amount of Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund pursuant to the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is insufficient to pay the said debt service for such year. To the extent that the Pledged PID Revenues are required to pay debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation, the PID hereby agrees to take all actions necessary to transfer the necessary Pledged PID Revenues in the PID Fund to the City's interest

and sinking fund that will be created for the benefit of the Supplemental Master Infrastructure Taxable Certificates of Obligation.

d. The Parties expressly agree that the PID will only be required to contribute the annual Pledged PID Revenues in the event the amount of Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund pursuant to the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is, or is projected to be, insufficient to pay the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation for such year.

The Parties agree that the PID Assessment levied to fund the Pledged PID Revenues will no longer be levied or assessed once the combined amount of the Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund each year under the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is equal to 120% or more of the debt service required to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation annually.

e. The DEVELOPER agrees to provide the CITY with an irrevocable letter of credit (the "LOC") which will be automatically renewed each year in the amount of the annual debt service payment due to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation for the year in which the LOC is provided. The first LOC required must be provided to the CITY no less than 30 days prior to the Supplemental Master Infrastructure Taxable Certificates of Obligation being issued. The LOC for each subsequent year must be provided to the CITY no later than January 15th of the year in which it is required to be provided. The LOC for each year will be released upon the PID making the debt service payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation due in each respective year. The DEVELOPER will no longer be required to provide a LOC to the CITY once the combined amount of the Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) equals 120% of the annual debt service required to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation.

B. Rights of Developer

1. The CITY, the COUNTY, and the ZONE agree and acknowledge that DEVELOPER is making the commitments identified herein in reliance on the commitments made by the CITY and the COUNTY to: (a) timely contribute their respective Tax Increment Payments to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement; (b) timely contribute

their respective Additional Pledge to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement; and (c) on the commitment of the ZONE to comply with the Original Project and Finance Plan and Supplemental Project and Finance Plan and properly and timely (within 30 days of approval if funds are available) process payments and reimbursements for proper work completed by the DEVELOPER and/or its successors, assigns, contractors or subcontractors.

2. The DEVELOPER shall have the right to serve as Project manager for the construction and installation of all public improvements and public infrastructure identified in the Original Project and Finance Plan and the Supplemental Project and Finance Plan, save and except for those obligations to be managed by the CITY or Texas A&M University under the Letter of Intent between said parties.

3. The DEVELOPER shall have the right to adjust or prioritize the schedule of construction of improvements within each Phase of the Project, provided that such adjustment or prioritization does not cause a Material Change in the Original Project and Finance Plan or in the Supplemental Project and Finance Plan.

4. The DEVELOPER shall have the right to use anticipated reimbursements to the DEVELOPER and other rights of the DEVELOPER under this Agreement and the Development Agreement to obtain financing for funding required to construct improvements within the Project, including the assignment or use of such reimbursements or rights as collateral, or the factoring of such rights and obligations to third parties, subject to the limitations contained in the Development Agreement.

5. The CITY and DEVELOPER agree that the DEVELOPER will convey to the CITY fee simple title to the +/- 100 acre site identified on Exhibit "E" for use as the site for the campus of Texas A&M University; and, in return, the CITY shall convey to the DEVELOPER fee title to the two (2) tracts identified on Exhibit "F". The CITY and DEVELOPER agree that the value of the +/- 100 acre tract to be conveyed by the DEVELOPER to the CITY together with the DEVELOPER's consent to the modification of the Development Agreement and this Agreement to facilitate the financing of the Supplemental Master Infrastructure Taxable Certificates of Obligation exceeds the value of the two (2) tracts which are to be conveyed from the CITY to the DEVELOPER. All conveyances required to be made under this subsection shall be closed within thirty (30) days from the execution of this Agreement with the DEVELOPER and CITY each paying one-half of the closing costs as well as their respective costs of phase I environmental reports.

VII. TERM AND TERMINATION

A. Term of the ZONE and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2044, unless earlier terminated as provided herein. Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2015 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the CITY's and COUNTY's Tax Increment Payments will not be made after December 31, 2045 for the 2044 tax year.

B. Early Termination

Neither the CITY, the COUNTY, nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the Term of the ZONE as specified in Section III.A. above, except as set forth in the Development Agreement.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds and/or notes have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund, including from the Separate Additional Funds, shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor provision thereto. Accounting to determine the pro rata distribution of remaining funds, including any Separate Additional Funds, to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the City Manager of the CITY.

VIII. MISCELLANEOUS

A. Understanding

Any and all costs, including with respect to the Supplemental Project Obligations, incurred by the CITY, COUNTY or DEVELOPER are not, and shall never become, general obligations or debt of the COUNTY or any Participating Taxing Entity. With respect to the CITY, COUNTY and DEVELOPER's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY, COUNTY or DEVELOPER shall be payable from the Tax Increment Fund in the manner and priority provided in the Original Project and Finance Plan, the Supplemental Project and Finance Plan and the Development Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the Original Project and Finance Plan, the Supplemental Project and Finance Plan and the Development Agreement. The CITY and the COUNTY are not obligated above and beyond what is actually collected as its Available Tax Increment during the Term of the ZONE, which shall deposited into the Tax Increment Fund. The Separate Additional Funds in the Tax Increment Fund shall only be used as set forth in the Supplemental Project and Finance Plan and only for the payment of the costs of issuance of and repayment of principal and interest on the Supplemental Educational Facilities Contract Revenue Bonds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto, including the Original Agreement and the First Amendment, which are further amended and restated hereby, and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such

event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively. All Parties further agree that the DEVELOPER shall have the right to assign the right to receive reimbursements to a third party for the purpose of obtaining financing, or to a related third party without obtaining consent of any other Party, provided that such reimbursements have been approved by the ZONE BOARD and such assignments are made in compliance with the Development Agreement.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Amendments to Original Project and Finance Plan and Supplemental Project and Finance Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Original Project and Finance Plan was finalized and approved by the City Commission of the CITY. The COUNTY further acknowledges that it was provided with a copy of the initial preliminary supplemental project and finance plan for review and comment before the Supplemental Project and Finance Plan was finalized and approved by the City Commission of the CITY. The Parties agree that a Material Change to the Original Project and Finance Plan or the Supplemental Project and Finance Plan shall not apply to the COUNTY unless the COUNTY approves the change as provided herein. Further, if such amendment to the Project and Finance Plan (i) has the effect of directly or indirectly increasing the percentage of Tax Increment to be contributed by the COUNTY; or (ii) increases or reduces the geographical area of the ZONE set forth in the Original Project and Finance Plan or the Supplemental Project and Finance Plan, the COUNTY must approve said amendment in order for the amendment to be binding on the COUNTY.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial or other information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments, including the Additional Payments, to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs and Supplemental Educational Facilities Project Costs, including all expenditures from the Separate Additional Funds. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report (and other documentation and information pursuant to Section IV.B.2. above) from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provision herein to the contrary.

K. Development Agreement

The CITY, DEVELOPER, and ZONE BOARD have entered into the Development Agreement. The CITY hereby agrees with COUNTY to use reasonable efforts to enforce and follow the provisions of the Development Agreement against DEVELOPER, including, without limitation, the DEVELOPER's compliance with all applicable building codes and ordinances, as modified or amended and all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, orders and codes, as amended, pertained to the construction of the Project. The CITY and the ZONE agree to provide the COUNTY with a copy of any notice of Default that is delivered or sent to any party under the Development Agreement within five (5) business days after receipt of the notice by the CITY or the ZONE. The COUNTY shall have the right to consent to any waivers of Default. The COUNTY shall also have the rights to consent to any changes or modifications in DEVELOPER's or other Parties' obligations prior to such modifications or changes being effective, if modifications or changes constitute a Material Change.

L. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF MCALLEN; HIDALGO COUNTY; DEVELOPER; TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MCALLEN, TEXAS; and TRES LAGOS PUBLIC IMPROVEMENT DISTRICT have made and executed this Agreement in quintuple originals on this 15th day of December, 2015.

CITY OF MCALLEN

_____
Jim Darling
City Mayor

ATTEST/SEAL:

_____
Annette Villarreal
City Secretary

APPROVED AS TO FORM FOR THE CITY OF MCALLEN:

_____
Kevin Pagan, City Attorney

HIDALGO COUNTY

_____
Hon. Ramon Garcia
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

Atlas, Hall, & Rodriguez, LLP

By: _____
Stephen L. Crain

DEVELOPER:
RHODES ENTERPRISES, INC.

_____
Mike Rhodes
President

REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS
(Tres Lagos Development Project)

_____
Mike Rhodes
Presiding Officer

TRES LAGOS PUBLIC IMPROVEMENT DISTRICT, CITY OF MCALLEN

_____
Mike Rhodes
President

Exhibit A

Original Project and Finance Plan

Exhibit B

City of McAllen Ordinance No. 2014-75 passed and approved by the City Commission on December 22, 2014

Exhibit C

Development Agreement, as amended

Exhibit D

Amended and Supplemental Project and Finance Plan
approved by the ZONE Board on December 14, 2015
and by the City Commission of the CITY on December 14, 2015

EXHIBIT E

**Map and description of +/- 100 acre tract within the Project,
which is to be conveyed from DEVELOPER to CITY for the Supplemental Project**

Exhibit F

Map and description of two tracts located east of the Project, which are to be conveyed by CITY to DEVELOPER

City of McAllen, TX
Integrity · Accountability · Commitment

City of McAllen
Tax Increment Reinvestment Zone No. 1

Amended Supplemental Project & Financing Plan

Approved by TIRZ Board on August 27, 2015
Amended by TIRZ Board on November 18, 2015

CITY OF McALLEN, TEXAS

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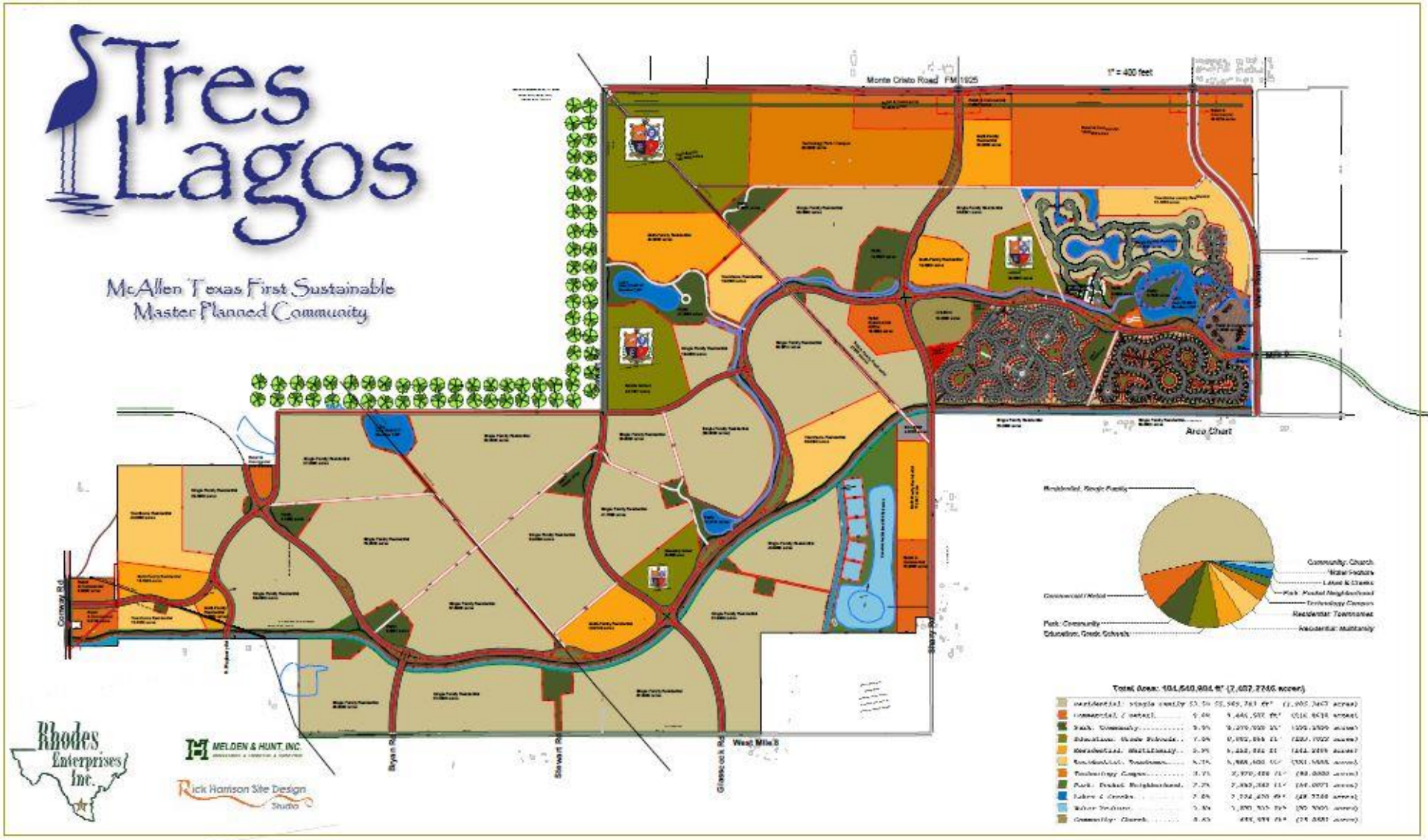
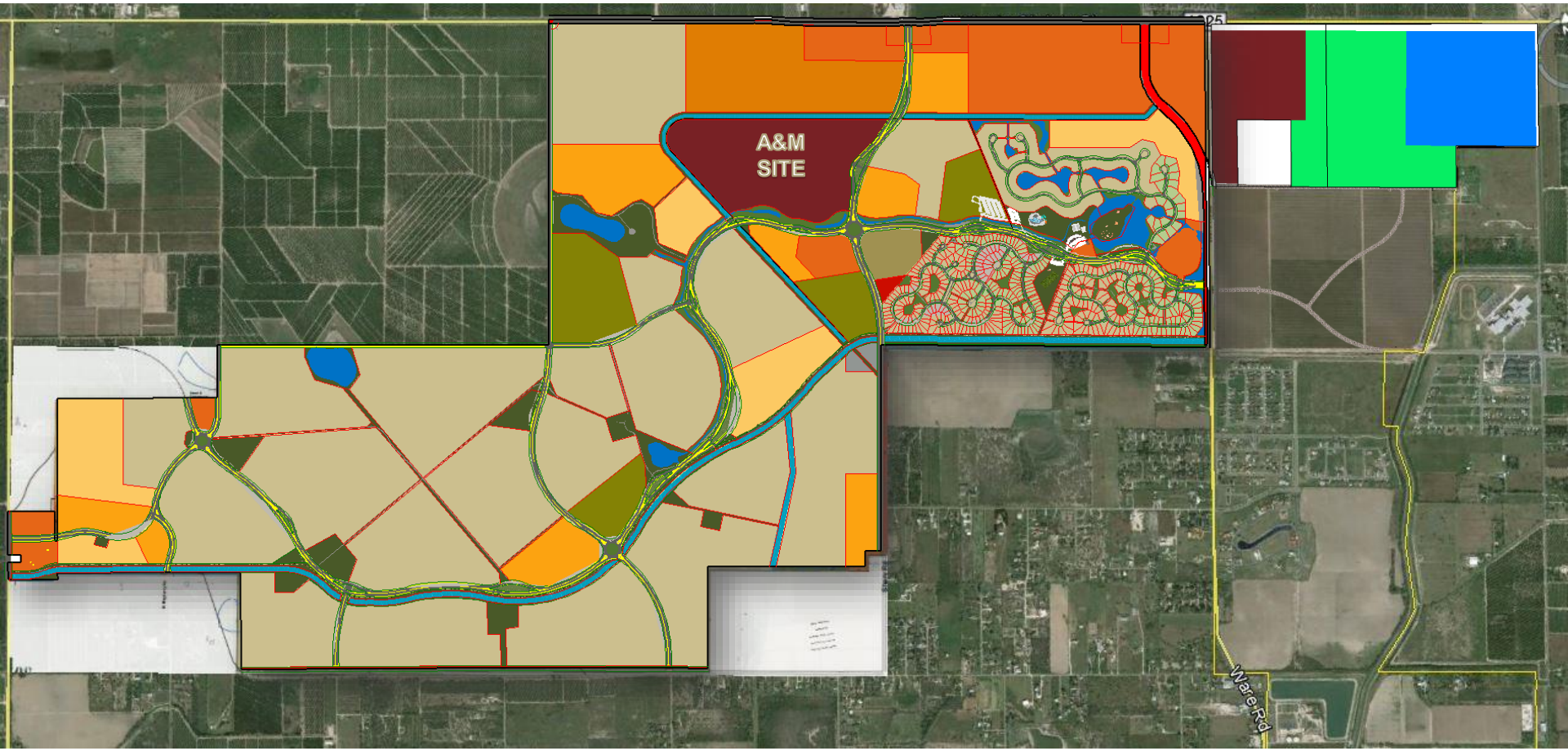
Project Location Plan – 100 A&M Acre Site in Tres Lagos

Original Tres Lagos Plan with High School



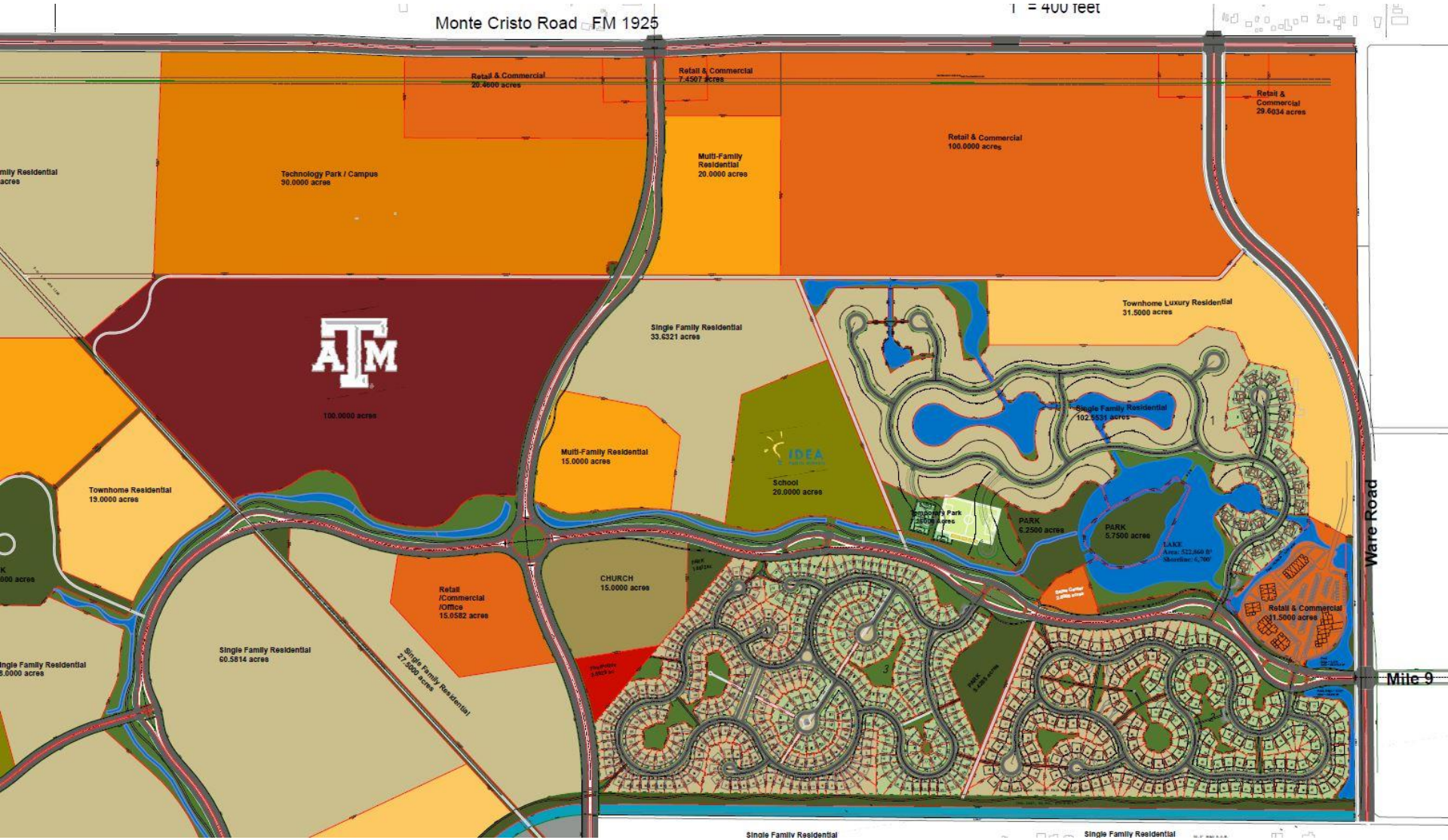
Revised Tres Lagos Plan with 100 Acre Supplemental A&M Project Site



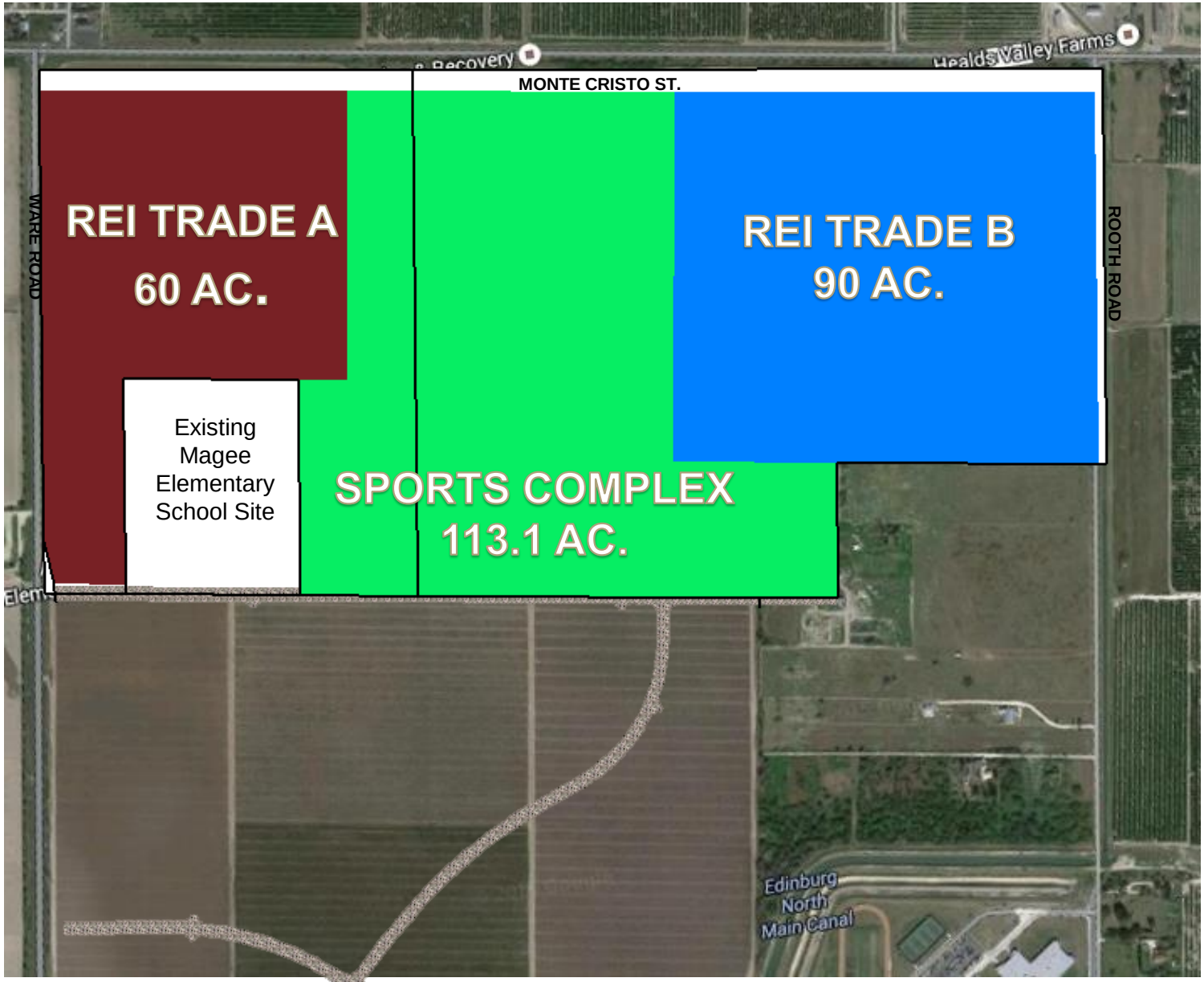
CITY OF McALLEN, TEXAS

Jefferies

Local View of Supplemental A&M Project Site



City Tracts traded for REI 100 Acre Tract for A&M Project (with Proposed Future Sports Complex Site Shown)



CITY OF McALLEN, TEXAS

Jefferies

Supplemental A&M Project Financing Plan

A&M Site Building & Expanded Phase I Infrastructure

Supplemental Financing Plan for Project

- Original Phase I of Tres Lagos Project required $16.5mm in public infrastructure
- Phase I costs increase from $16.5mm to $24.5mm, and $10.0mm additional for vertical construction required to accommodate the A&M Project, the $24.5mm in infrastructure costs are already in Original Project and Finance Plan, but supplemental plan amendments are required to fund Vertical Costs

- Goals:
  - Facilitate Infrastructure and New Vertical costs at Lowest reasonable overall expense
  - Minimum City General Fund Exposure
  - Ultimate reliance on the Tax Increment Financing (TIF)
- **Financing Plan Proposal:**
  - Series A Contract Revenue Bonds: ~$12.8mm City Contract Revenue Bonds to Fund the A&M Project Vertical Construction

    - During first 10 years, 10% of Existing Tax Increment Revenue from Original Tres Lagos Project and Finance Plan will divert to cover Series A Debt Service (“Diverted Increment”)

    - City will fund remaining Series A debt service using City’s 20% residual Tax Increment not pledged to Original TIRZ Project Cost (“City Pledge”)

    - If City Pledge and Diverted Increment are not sufficient to cover Series A Debt Service County will contribute 10% of Existing Tax Revenue from Original Tres Lagos Project and Finance Plan for first 10 years.

    - County will pledge it’s 23% residual Tax Increment during years 2015 thru 2026 to cover any shortfall of debt service up to a maximum of $6.8mm (“County Pledge”)

  - Series B: ~$24.77mm City Secured Certificates of Obligation to Fund Required Infrastructure

    - Original City 80% and County 77% TIF Increment (less Diverted Increment) pledged to Fund Debt Service
    - Developer pays & guarantees Balance of Series B Debt Service with automatically renewable irrevocable Bank LOC (1 year Debt Service) and Public Improvement District Special Assessment on undeveloped Project Land

CITY OF McALLEN, TEXAS

Jefferies

Financing Plan Mechanics

- City issues 2 Series of City guaranteed obligations (Contract Revenue Bonds & Certificates of Obligation) with AA rating
  - Assumed to be one notch below current GO Rating

- Series A: Contract Revenue Bonds~$12.8mm 20 Year, Fixed Rate, Amortizing, Level Debt
  - Vertical Infrastructure
  - Interest Capitalized Years 1 to 3, Amortization Deferred
  - Non-taxable

- Series B: Certificates of Obligation~$24.77mm 30 Year, Fixed Rate, Amortizing, Increasing Debt Service
  - Horizontal Infrastructure
  - Taxable
  - Financing structured as interest only for 5 years and then gradual amortization of principal in years 6 to 30.
  - For first 10 Years, Diverted Increments will flow back to City for Series A Debt Service
  - Annual revenues from 77% and 80% original TIF (less Diverted Increment) pledged to fund debt service.
  - If Original TIF funds (77% and 80%less Diverted Increment) are not fully able to pay annual debt service:
    - Years 3 to 30 –Developer guarantees & pays annual balance of debt service
    - Developer provides City with Irrevocable Bank issued automatically renewing LOC equal to one year debt service for Series B Certificates of Obligation
    - PID Assessment for guaranteeing payment of Debt Service until original TIF increment generates at least 120% of annual Series B debt service, then PID assessment extinguished

PID Credit Enhancement Mechanics

- PID Special Assessment put in place in 2015, with first Special Assessments for Debt Guarantee (SADG) levied for interest payments in 2016 thru 2020 and principal & interest debt service starting in approximately 2021
- PID levy is basically credit enhancement to the growing TIF revenue stream
- PID levy expected to decrease each year starting in 2019 as TIF revenues increase
- If development occurs as expected, PID levy for principal would never be required, and no PID assessments should be required after year 2020
- Pro rata PID Assessment for debt service on Certificates of Obligation may be paid at sale of assessed undeveloped property in lump sum to satisfy assessment lien, or paid as scheduled in annual or semi-annual payments to cover Debt Service

City Benefits

- Lowest possible cost of capital for the Project
- Minimizes tax increment required for this project component so that TIF funds can more efficiently be applied to other projects
- Bootstraps project development both efficiently and quickly
- City receives redirected 10% of Original TIF Increment (up to $2.5mm) during years 1 thru 10 of Zone to offset Series A Contract Revenue Bonds debt service obligation
- City receives redirected 10% of Original County TIF Increment (up to $6.8 mm) during years 1 thru 10 of Zone to Offset Series A Contract Revenue Bonds debt service obligation
- City has PID lien on Developer's Undeveloped Land to back Series B debt
- City obtains Developer's 100 AC site with all improvements and utilities to site for A&M Project via land swap to Developer of less valuable City land (page 7)

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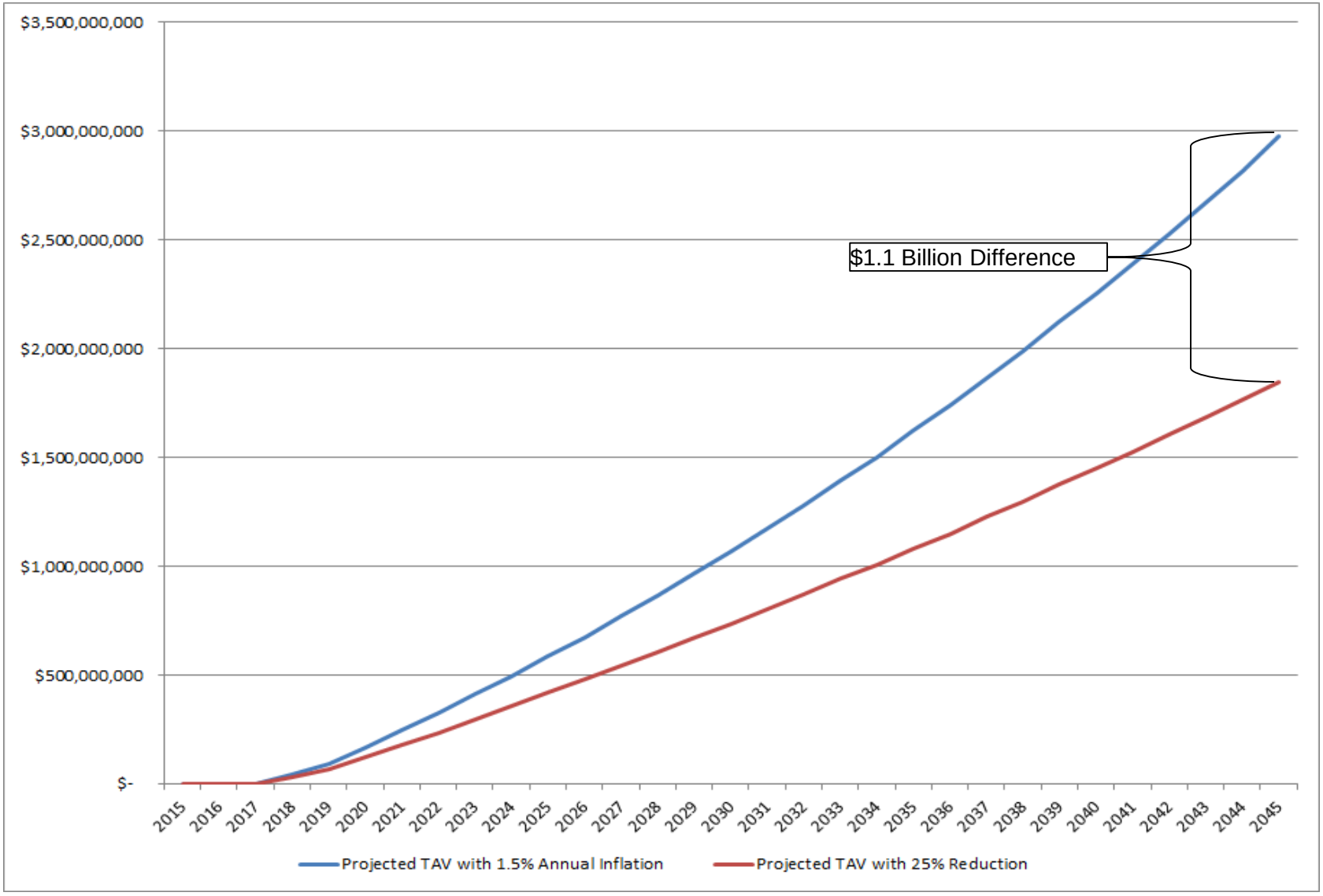
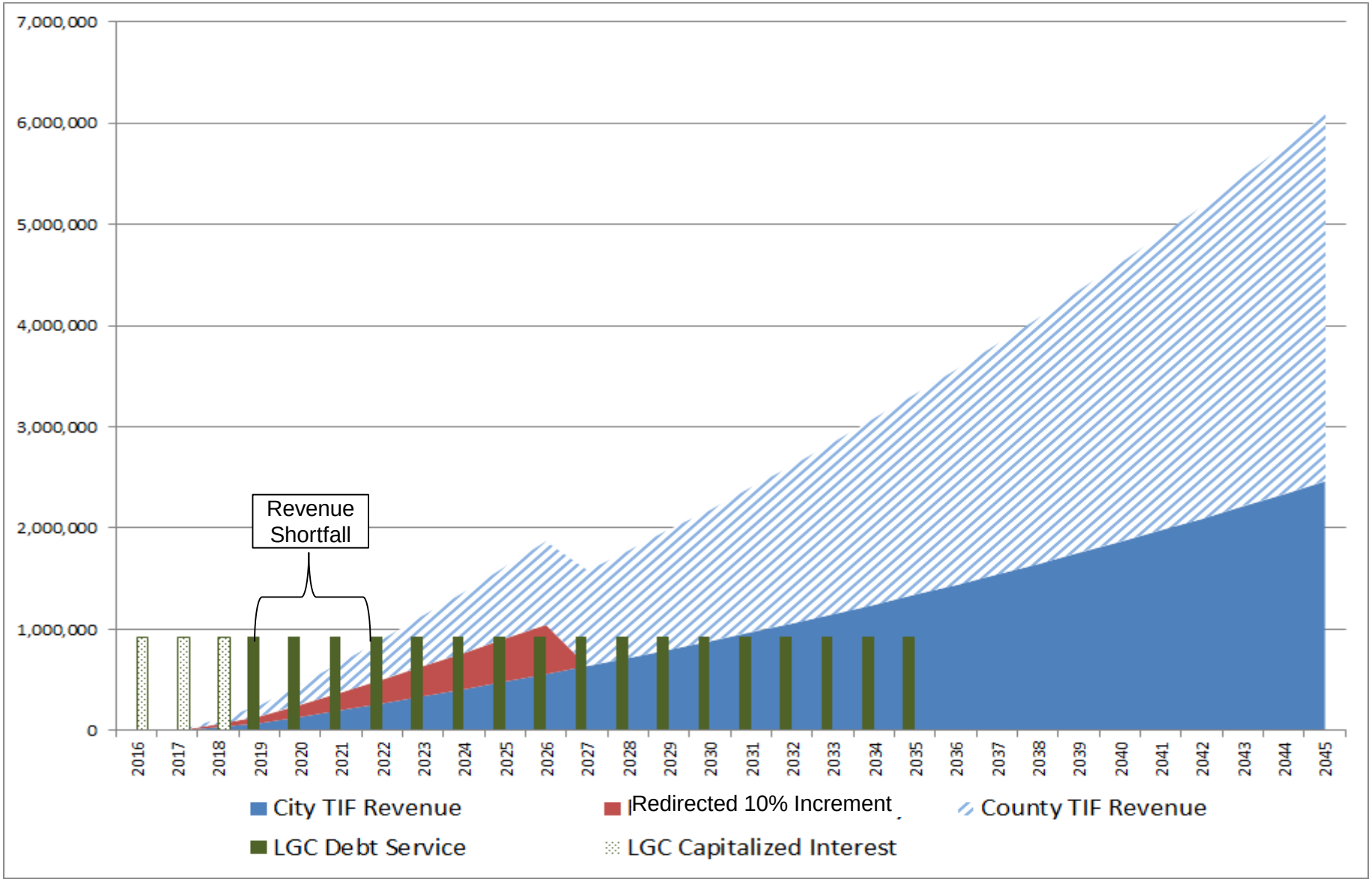
Projected Assessed Value – Expected Case and Low Growth ("Stress Case")



Revenue vs. Debt Service – Expected Case



Revenue vs. Debt Service - REI

Scenario 1
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - Rhodes Enterprises, Inc.
$10mm Titan Project Fund with 20 Year Debt Amortization, 1.5% Annual Growth In Taxable Assessed Value

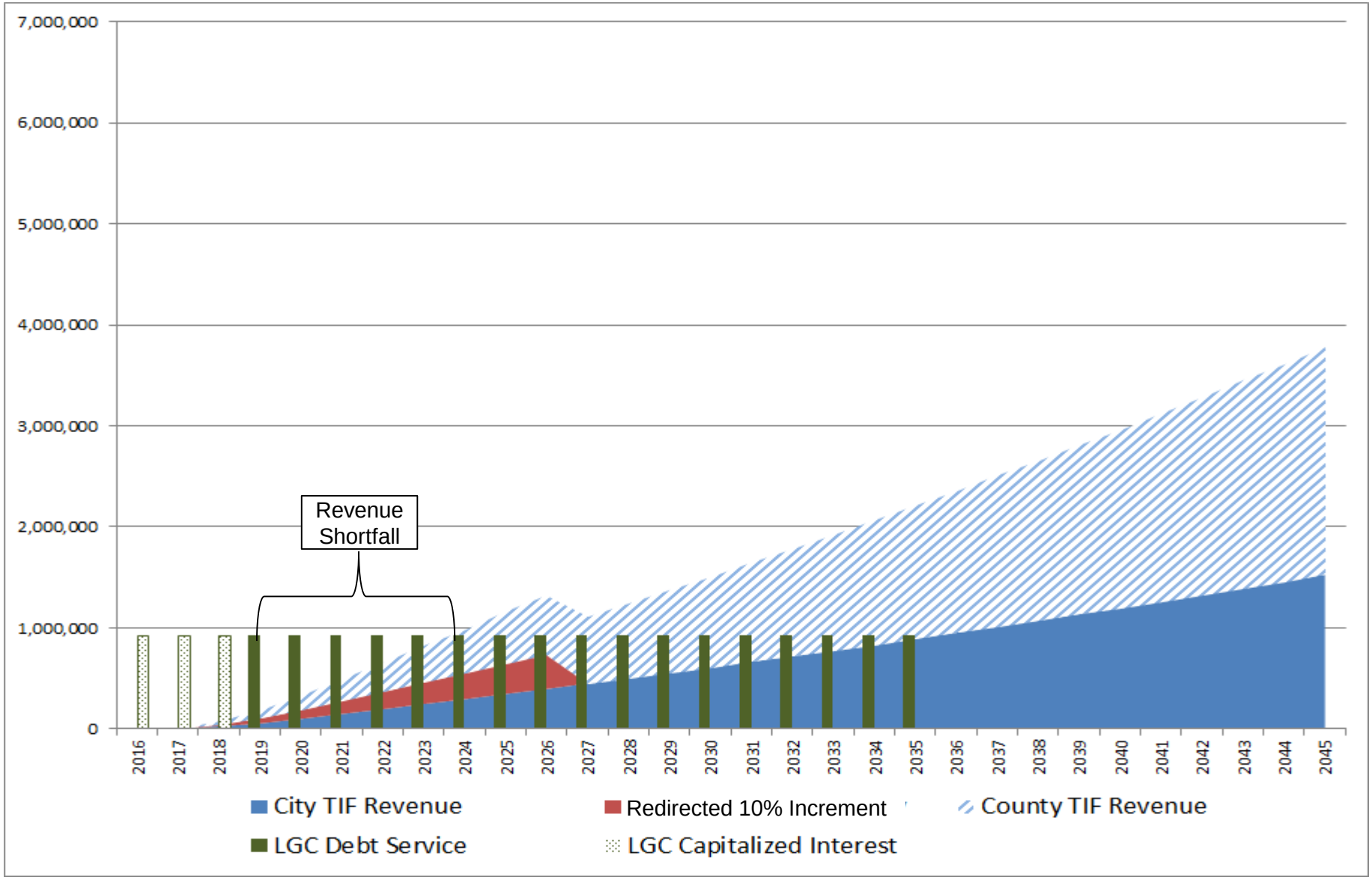
		Calculation of Rhodes Tax Increment Revenue					Debt Service Coverage				
FYE	Taxable Assessed Value	City Tax Rate Rhodes Share 0.0034504	County Tax Rate Rhodes Share 0.00408716	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	Redircted10% Tax Increment Credit to City	Net Tax Increment Revenues	Master Infrastructure Debt Service	Debt Service Coverage	Excess (Shortfall)	Total Rhodes Obligation
2016								866,163	-	(866,163)	(866,163)
2017	250,000	863	1,022	(75)	1,809	181	1,628	866,163	0.00	(864,535)	(863,842)
2018	42,227,026	145,700	172,589	(12,732)	305,557	30,556	275,001	866,163	0.32	(591,161)	(474,085)
2019	88,677,592	305,973	362,440	(26,737)	641,676	64,168	577,509	866,163	0.67	(288,654)	(968,530)
2020	162,465,752	560,572	664,024	(48,984)	1,175,612	117,561	1,058,050	866,163	1.22	191,888	(282,969)
2021	244,828,374	844,756	1,000,653	(73,816)	1,771,592	177,159	1,594,433	1,345,956	1.18	248,477	2,899
2022	323,398,838	1,115,855	1,321,783	(97,506)	2,340,133	234,013	2,106,119	1,368,811	1.54	737,308	710,982
2023	410,494,061	1,416,369	1,677,755	(123,765)	2,970,359	297,036	2,673,323	1,384,382	1.93	1,288,941	1,501,190
2024	493,555,748	1,702,965	2,017,241	(148,808)	3,571,398	357,140	3,214,258	1,398,698	2.30	1,815,560	2,261,264
2025	585,590,552	2,020,522	2,393,402	(176,557)	4,237,367	423,737	3,813,630	1,417,075	2.69	2,396,555	3,096,442
2026	673,603,118	2,324,200	2,753,124	(203,093)	4,874,231	487,423	4,386,808	1,433,875	3.06	2,952,933	3,896,913
2027	771,046,536	2,660,419	3,151,391	(232,472)	5,579,337		5,579,337	1,448,632	3.85	4,130,706	4,788,056
2028	864,235,629	2,981,959	3,532,269	(260,569)	6,253,659		6,253,659	1,470,842	4.25	4,782,817	5,628,305
2029	966,819,225	3,335,913	3,951,545	(291,498)	6,995,960		6,995,960	1,485,520	4.71	5,510,440	6,564,590
2030	1,065,411,976	3,676,097	4,354,509	(321,224)	7,709,382		7,709,382	1,503,341	5.13	6,206,042	7,466,953
2031	1,173,618,875	4,049,455	4,796,768	(353,849)	8,492,374		8,492,374	1,519,224	5.59	6,973,150	8,453,864
2032	1,278,105,256	4,409,974	5,223,821	(385,352)	9,248,443		9,248,443	1,537,065	6.02	7,711,378	9,406,378
2033	1,392,185,421	4,803,597	5,690,085	(419,747)	10,073,934		10,073,934	1,563,744	6.44	8,510,190	10,440,333
2034	1,502,318,755	5,183,601	6,140,217	(452,953)	10,870,865		10,870,865	1,577,790	6.89	9,293,075	11,447,492
2035	1,622,524,510	5,598,359	6,631,517	(489,195)	11,740,681		11,740,681	1,595,400	7.36	10,145,281	12,547,117
2036	1,738,810,528	5,999,592	7,106,797	(524,256)	12,582,133		12,582,133	1,616,384	7.78	10,965,749	14,528,460
2037	1,865,407,947	6,436,404	7,624,221	(562,425)	13,498,199		13,498,199	1,633,652	8.26	11,864,548	15,686,649
2038	1,988,116,348	6,859,797	8,125,750	(599,422)	14,386,124		14,386,124	1,659,289	8.67	12,726,835	16,800,359
2039	2,121,381,992	7,319,616	8,670,428	(639,602)	15,350,442		15,350,442	1,677,083	9.15	13,673,359	18,019,935
2040	2,250,793,137	7,766,137	9,199,352	(678,620)	16,286,869		16,286,869	1,697,778	9.59	14,589,091	19,200,822
2041	2,391,014,448	8,249,956	9,772,459	(720,897)	17,301,518		17,301,518	1,721,174	10.05	15,580,344	20,479,379
2042	2,527,419,750	8,720,609	10,329,969	(762,023)	18,288,555		18,288,555	1,745,799	10.48	16,542,756	21,721,277
2043	2,674,895,452	9,229,459	10,932,726	(806,487)	19,355,698		19,355,698	1,762,114	10.98	17,593,584	23,074,273
2044	2,818,597,793	9,725,290	11,520,060	(849,814)	20,395,536		20,395,536	1,786,139	11.42	18,609,396	24,384,523
2045	2,973,638,316	10,260,242	12,153,736	(896,559)	21,517,418		21,517,418	1,812,198	11.87	19,705,220	25,798,015
Total		127,704,248	151,271,648	(11,159,036)	267,816,861	2,188,973	265,627,887	43,492,779		222,135,109	284,450,880

Revenue vs. Debt Service – City of McAllen

Scenario 1
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - City and Local Government Corp. 4B
$10mm Titan Project Fund with 20 Year Debt Amortization, 1.5% Annual Growth In Taxable Assessed Value

		Calculation of City Tax Increment Revenue					Debt Service Coverage				Addtnl	
FYE	Taxable Assessed Value	City Tax Revenue 0.0008626	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	10% Tax Increment Credit to City	Tres Lagos Project Revenue	Tres Lagos City Tax Revenue	LGC Debt Service	Debt Service Coverage	Excess (Shortfall)	County Revenue 0.00122084	Excess (Shortfall)
2016								-				
2017	250,000	216	(9)	207	181	388	388	-	-	388	305	693
2018	42,227,026	36,425	(1,457)	34,968	30,556	65,524	65,524	-	-	65,524	51,552	117,076
2019	88,677,592	76,493	(3,060)	73,434	64,168	137,601	137,601	925,738	0.15	(788,137)	108,261	(679,876)
2020	162,465,752	140,143	(5,606)	134,537	117,561	252,098	252,098	925,300	0.27	(673,202)	198,345	(474,857)
2021	244,828,374	211,189	(8,448)	202,741	177,159	379,901	379,901	924,375	0.41	(544,474)	298,896	(245,578)
2022	323,398,838	278,964	(11,159)	267,805	234,013	501,819	501,819	922,963	0.54	(421,144)	394,818	(26,326)
2023	410,494,061	354,092	(14,164)	339,928	297,036	636,964	636,964	925,863	0.69	(288,899)	501,148	212,249
2024	493,555,748	425,741	(17,030)	408,712	357,140	765,851	765,851	922,700	0.83	(156,849)	602,553	445,704
2025	585,590,552	505,130	(20,205)	484,925	423,737	908,662	908,662	923,688	0.98	(15,026)	714,912	699,886
2026	673,603,118	581,050	(23,242)	557,808	487,423	1,045,231	1,045,231	923,613	1.13	121,618	822,362	943,980
2027	771,046,536	665,105	(26,604)	638,501	-	638,501	638,501	922,475	0.69	(283,974)	941,324	657,350
2028	864,235,629	745,490	(29,820)	715,670	-	715,670	715,670	925,275	0.77	(209,605)	1,055,093	845,488
2029	966,819,225	833,978	(33,359)	800,619	-	800,619	800,619	926,800	0.86	(126,181)	1,180,332	1,054,151
2030	1,065,411,976	919,024	(36,761)	882,263	-	882,263	882,263	922,050	0.96	(39,787)	1,300,698	1,260,911
2031	1,173,618,875	1,012,364	(40,495)	971,869	-	971,869	971,869	923,956	1.05	47,913	1,432,801	1,480,714
2032	1,278,105,256	1,102,494	(44,100)	1,058,394	-	1,058,394	1,058,394	923,756	1.15	134,638	1,560,362	1,695,000
2033	1,392,185,421	1,200,899	(48,036)	1,152,863	-	1,152,863	1,152,863	922,356	1.25	230,507	1,699,636	1,930,143
2034	1,502,318,755	1,295,900	(51,836)	1,244,064	-	1,244,064	1,244,064	923,738	1.35	320,326	1,834,091	2,154,417
2035	1,622,524,510	1,399,590	(55,984)	1,343,606	-	1,343,606	1,343,606	922,613	1.46	420,993	1,980,843	2,401,836
2036	1,738,810,528	1,499,898	(59,996)	1,439,902	-	1,439,902	1,439,902	-		1,439,902	2,122,809	3,562,711
2037	1,865,407,947	1,609,101	(64,364)	1,544,737	-	1,544,737	1,544,737	-		1,544,737	2,277,365	3,822,101
2038	1,988,116,348	1,714,949	(68,598)	1,646,351	-	1,646,351	1,646,351	-		1,646,351	2,427,172	4,073,523
2039	2,121,381,992	1,829,904	(73,196)	1,756,708	-	1,756,708	1,756,708	-		1,756,708	2,589,868	4,346,576
2040	2,250,793,137	1,941,534	(77,661)	1,863,873	-	1,863,873	1,863,873	-		1,863,873	2,747,858	4,611,731
2041	2,391,014,448	2,062,489	(82,500)	1,979,990	-	1,979,990	1,979,990	-		1,979,990	2,919,046	4,899,036
2042	2,527,419,750	2,180,152	(87,206)	2,092,946	-	2,092,946	2,092,946	-		2,092,946	3,085,575	5,178,521
2043	2,674,895,452	2,307,365	(92,295)	2,215,070	-	2,215,070	2,215,070	-		2,215,070	3,265,619	5,480,690
2044	2,818,597,793	2,431,322	(97,253)	2,334,070	-	2,334,070	2,334,070	-		2,334,070	3,441,057	5,775,126
2045	2,973,638,316	2,565,060	(102,602)	2,462,458	-	2,462,458	2,462,458	-		2,462,458	3,630,337	6,092,795
Total		31,926,062	(1,277,042)	30,649,020	2,188,973	32,837,993	32,837,993	15,707,259		17,130,734	45,185,038	62,315,772

Revenue vs. Debt Service – 25% Reduction in TAV



Revenue vs. Debt Service – REI - 25% Reduction in TAV

Scenario 2
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - Rhodes Enterprises, Inc.
$10mm A&M Project Fund with 20 Year Debt Amortization, 25% Reduction in Taxable Assessed Value

		Calculation of Rhodes Tax Increment Revenue					Debt Service Coverage				
FYE	Taxable Assessed Value	City Tax Rate Rhodes Share 0.0034504	County Tax Rate Rhodes Share 0.00408716	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	Redirected10% Tax Increment Credit to City	Net Rhodes Tax Increment Revenues	Master Infrastructure Debt Service	Debt Service Coverage	Excess (Shortfall)	Total Rhodes Obligation
2016								866,163	-	(866,163)	(866,163)
2017	187,500	647	766	(57)	1,357	136	1,221	866,163	0.00	(864,942)	(864,422)
2018	31,667,457	109,265	129,430	(9,548)	229,148	22,915	206,233	866,163	0.24	(659,930)	(572,131)
2019	66,030,328	227,831	269,877	(19,908)	477,799	47,780	430,019	866,163	0.50	(436,143)	(1,178,810)
2020	120,373,825	415,338	491,987	(36,293)	871,032	87,103	783,929	866,163	0.91	(82,234)	(673,793)
2021	180,318,051	622,169	736,989	(54,366)	1,304,792	130,479	1,174,313	1,345,956	0.87	(171,644)	(596,079)
2022	236,491,580	815,991	966,579	(71,303)	1,711,267	171,127	1,540,140	1,368,811	1.13	171,329	(95,951)
2023	298,174,760	1,028,822	1,218,688	(89,900)	2,157,610	215,761	1,941,849	1,384,382	1.40	557,467	458,306
2024	355,852,967	1,227,835	1,454,428	(107,291)	2,574,973	257,497	2,317,475	1,398,698	1.66	918,778	982,695
2025	419,326,568	1,446,844	1,713,855	(126,428)	3,034,271	303,427	2,730,844	1,417,075	1.93	1,313,769	1,552,682
2026	478,748,099	1,651,872	1,956,720	(144,344)	3,464,249	346,425	3,117,824	1,433,875	2.17	1,683,949	2,087,685
2027	544,252,628	1,877,889	2,224,448	(164,093)	3,938,243		3,938,243	1,448,632	2.72	2,489,612	2,682,276
2028	605,470,174	2,089,114	2,474,653	(182,551)	4,381,217		4,381,217	1,470,842	2.98	2,910,375	3,225,670
2029	672,685,220	2,321,033	2,749,372	(202,816)	4,867,589		4,867,589	1,485,520	3.28	3,382,069	3,833,558
2030	735,753,067	2,538,642	3,007,141	(221,831)	5,323,952		5,323,952	1,503,341	3.54	3,820,611	4,406,072
2031	804,922,357	2,777,304	3,289,846	(242,686)	5,824,465		5,824,465	1,519,224	3.83	4,305,241	5,030,519
2032	870,083,930	3,002,138	3,556,172	(262,332)	6,295,977		6,295,977	1,537,065	4.10	4,758,912	5,617,902
2033	941,265,370	3,247,742	3,847,102	(283,794)	6,811,050		6,811,050	1,563,744	4.36	5,247,306	6,253,543
2034	1,008,203,284	3,478,705	4,120,688	(303,976)	7,295,417		7,295,417	1,577,790	4.62	5,717,627	6,859,633
2035	1,081,456,514	3,731,458	4,420,086	(326,062)	7,825,482		7,825,482	1,595,400	4.91	6,230,082	7,523,304
2036	1,150,417,627	3,969,401	4,701,941	(346,854)	8,324,488		8,324,488	1,616,384	5.15	6,708,104	9,065,236
2037	1,225,804,073	4,229,514	5,010,057	(369,583)	8,869,989		8,869,989	1,633,652	5.43	7,236,337	9,747,931
2038	1,296,849,534	4,474,650	5,300,432	(391,003)	9,384,078		9,384,078	1,659,289	5.66	7,724,789	10,381,951
2039	1,374,432,458	4,742,342	5,617,525	(414,395)	9,945,472		9,945,472	1,677,083	5.93	8,268,389	11,084,513
2040	1,447,625,270	4,994,886	5,916,676	(436,462)	10,475,100		10,475,100	1,697,778	6.17	8,777,322	11,743,413
2041	1,527,469,830	5,270,382	6,243,014	(460,536)	11,052,860		11,052,860	1,721,174	6.42	9,331,685	12,461,373
2042	1,602,874,894	5,530,560	6,551,206	(483,271)	11,598,495		11,598,495	1,745,799	6.64	9,852,696	13,136,884
2043	1,685,048,198	5,814,090	6,887,062	(508,046)	12,193,106		12,193,106	1,762,114	6.92	10,430,992	13,883,548
2044	1,762,732,380	6,082,132	7,204,569	(531,468)	12,755,233		12,755,233	1,786,139	7.14	10,969,094	14,580,819
2045	1,847,303,547	6,373,936	7,550,225	(556,966)	13,367,195		13,367,195	1,812,198	7.38	11,554,997	15,340,004
Total		84,092,533	99,611,534	(7,348,163)	176,355,904	1,582,650	174,773,254	43,492,779		131,280,476	167,092,169

Revenue vs. Debt Service – City of McAllen - 25% Reduction in TAV

Scenario 2
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - City and Local Government Corp. 4B
$10mm A&M Project Fund with 20 Year Debt Amortization, 25% Reduction in Taxable Assessed Value

		Calculation of City Tax Increment Revenue					Debt Service Coverage				Addtnl	
FYE	Taxable Assessed Value	City Tax Revenue 0.0008626	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	10% Tax Increment Credit to City	Tres Lagos Project Revenue	Tres Lagos City Tax Revenue	LGC Debt Service	Debt Service Coverage	Excess (Shortfall)	County Revenue 0.00122084	Excess (Shortfall)
2016								-				
2017	187,500	162	(6)	155	136	291	291	-	-	291	229	520
2018	31,667,457	27,316	(1,093)	26,224	22,915	49,138	49,138	-	-	49,138	38,661	87,799
2019	66,030,328	56,958	(2,278)	54,679	47,780	102,459	102,459	925,738	0.11	(823,279)	80,612	(742,666)
2020	120,373,825	103,834	(4,153)	99,681	87,103	186,784	186,784	925,300	0.20	(738,516)	146,957	(591,559)
2021	180,318,051	155,542	(6,222)	149,321	130,479	279,800	279,800	924,375	0.30	(644,575)	220,139	(424,436)
2022	236,491,580	203,998	(8,160)	195,838	171,127	366,964	366,964	922,963	0.40	(555,999)	288,718	(267,280)
2023	298,174,760	257,206	(10,288)	246,917	215,761	462,678	462,678	925,863	0.50	(463,185)	364,024	(99,161)
2024	355,852,967	306,959	(12,278)	294,680	257,497	552,178	552,178	922,700	0.60	(370,522)	434,440	63,917
2025	419,326,568	361,711	(14,468)	347,243	303,427	650,670	650,670	923,688	0.70	(273,018)	511,931	238,912
2026	478,748,099	412,968	(16,519)	396,449	346,425	742,874	742,874	923,613	0.80	(180,739)	584,475	403,736
2027	544,252,628	469,472	(18,779)	450,693	-	450,693	450,693	922,475	0.49	(471,782)	664,445	192,664
2028	605,470,174	522,279	(20,891)	501,387	-	501,387	501,387	925,275	0.54	(423,888)	739,182	315,295
2029	672,685,220	580,258	(23,210)	557,048	-	557,048	557,048	926,800	0.60	(369,752)	821,241	451,489
2030	735,753,067	634,661	(25,386)	609,274	-	609,274	609,274	922,050	0.66	(312,776)	898,237	585,461
2031	804,922,357	694,326	(27,773)	666,553	-	666,553	666,553	923,956	0.72	(257,403)	982,681	725,278
2032	870,083,930	750,534	(30,021)	720,513	-	720,513	720,513	923,756	0.78	(203,243)	1,062,233	858,990
2033	941,265,370	811,936	(32,477)	779,458	-	779,458	779,458	922,356	0.85	(142,898)	1,149,134	1,006,237
2034	1,008,203,284	869,676	(34,787)	834,889	-	834,889	834,889	923,738	0.90	(88,849)	1,230,855	1,142,006
2035	1,081,456,514	932,864	(37,315)	895,550	-	895,550	895,550	922,613	0.97	(27,063)	1,320,285	1,293,222
2036	1,150,417,627	992,350	(39,694)	952,656	-	952,656	952,656	-		952,656	1,404,476	2,357,132
2037	1,225,804,073	1,057,379	(42,295)	1,015,083	-	1,015,083	1,015,083	-		1,015,083	1,496,511	2,511,594
2038	1,296,849,534	1,118,662	(44,746)	1,073,916	-	1,073,916	1,073,916	-		1,073,916	1,583,246	2,657,162
2039	1,374,432,458	1,185,585	(47,423)	1,138,162	-	1,138,162	1,138,162	-		1,138,162	1,677,962	2,816,124
2040	1,447,625,270	1,248,722	(49,949)	1,198,773	-	1,198,773	1,198,773	-		1,198,773	1,767,319	2,966,092
2041	1,527,469,830	1,317,595	(52,704)	1,264,892	-	1,264,892	1,264,892	-		1,264,892	1,864,796	3,129,688
2042	1,602,874,894	1,382,640	(55,306)	1,327,334	-	1,327,334	1,327,334	-		1,327,334	1,956,854	3,284,188
2043	1,685,048,198	1,453,523	(58,141)	1,395,382	-	1,395,382	1,395,382	-		1,395,382	2,057,174	3,452,556
2044	1,762,732,380	1,520,533	(60,821)	1,459,712	-	1,459,712	1,459,712	-		1,459,712	2,152,014	3,611,726
2045	1,847,303,547	1,593,484	(63,739)	1,529,745	-	1,529,745	1,529,745	-		1,529,745	2,255,262	3,785,007
Total		21,023,133	(840,925)	20,182,208	1,582,650	21,764,858	21,764,858	15,707,259		6,057,599	29,754,095	35,811,693

CITY OF McALLEN, TEXAS

Jefferies

Bond Financing Assumptions – Sources and Uses

Project Sources And Uses (1)

	(A&M Buildings) LGC 4B Contract Revenue Bonds	Master Infrastructure Certficates of Obligation	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$12,840,000.00	$24,770,000.00	$37,610,000.00
Total Sources	**$12,840,000.00**	**$24,770,000.00**	**$37,610,000.00**
Uses Of Funds			
Deposit to Project Construction Fund	10,000,000.00	24,500,000.00	34,500,000.00
Deposit to Capitalized Interest (CIF) Fund (2)	1,352,213.00	-	1,352,213.00
Deposit to Debt Service Reserve Fund (DSRF) (2)	1,284,000.00	-	1,284,000.00
Total Underwriter's Discount (0.600%) (2)	77,040.00	148,620.00	225,660.00
Costs of Issuance	122,500.00	122,500.00	245,000.00
Rounding Amount	4,247.00	(1,120.00)	3,127.00
Total Uses	**$12,840,000.00**	**$24,770,000.00**	**$37,610,000.00**

(1) Estimated Sources and Uses of Funds as of 8/27/2015.
(2) Capitalized Interest Funding, Debt Service Reserve Fund, and Underwriter Discount will change based on actual interest rates.

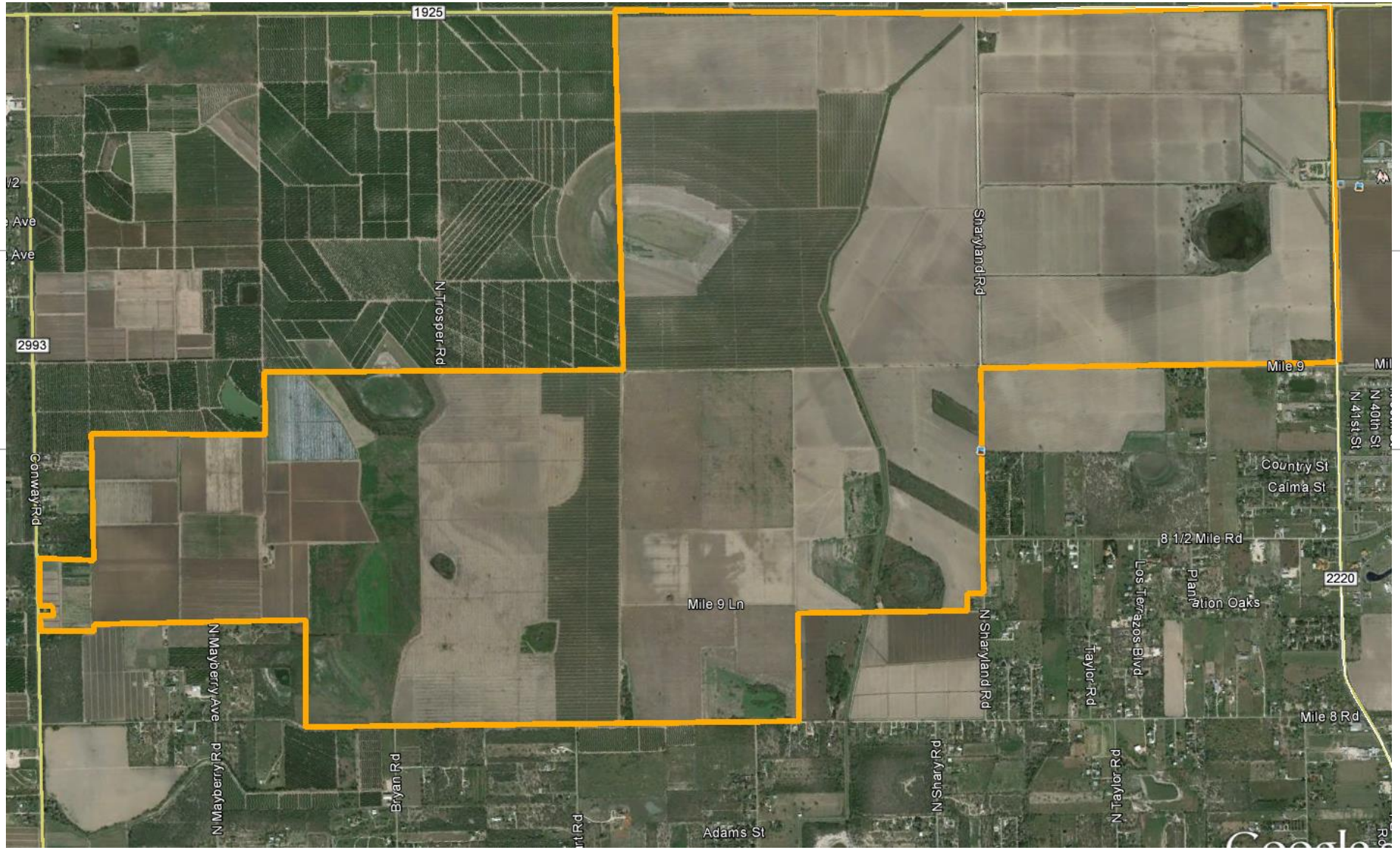
Financing Schedule

Financing Timeline	
Week 1	▪ Kickoff Meeting, ▪ Hire All Consultants ▪ Refine Business Points As Necessary
Week 2	▪ First Draft Indenture Distributed
Week 3	▪ First Draft Preliminary Offering Statement (POS) Distributed ▪ Comments due on Indenture
Week 4	▪ Second Draft Indenture Distributed ▪ Comments due on POS
Week 5	▪ Second Draft POS Distributed ▪ Documents Sent to Rating Agencies and Insurers ▪ [Prefile with Attorney General As Necessary]
Week 6	▪ Rating Agency Conference Calls and Presentations ▪ Receive Rating
Week 7	▪ Post POS Electronically ▪ C of O Marketing Begins
Week 8 & 9	▪ C of O Pricing
Week 11	▪ C of O Closing

Project Plan and Finance Plan – General Information

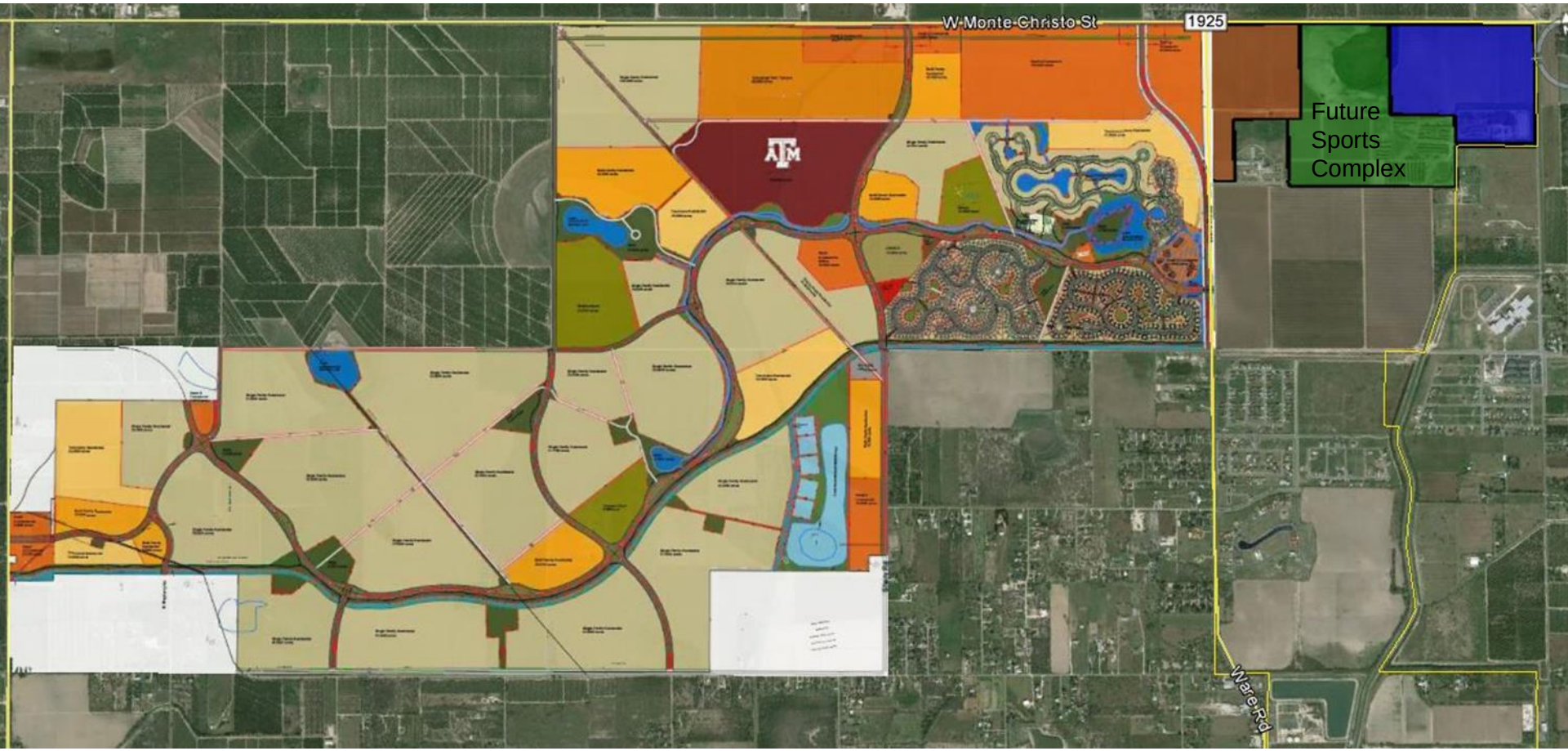
DESCRIPTION AND MAP SHOWING EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE

All real property in the Zone is currently undeveloped farm land, with no residential structures, and is under agricultural exemption.



DESCRIPTION AND MAP SHOWING PROPOSED USES OF PROPERTY IN THE ZONE

The proposed uses in the Zone are as depicted in the Original Finance and Project Plan, as modified in the Below Land Plan
The proposed use of the 100 Acre A&M Site will be an institutional and/or office use meeting the requirements of the C-4 Zoning District
All other Land Use and Zoning will be adjusted as indicated below
No other changes in City or County Master Plan, building codes, other municipal ordinances, and subdivision rules and regulations are required
(A full size copy of the below plan is available for inspection and copying at the Board's Office)



OTHER PROJECT PLAN DETAILS:

ESTIMATED PROJECT COSTS: The Original Project and Finance Plan for the Zone is not reduced or diminished by this Amendment. This Amendment only structures financing for funding (Series B) of the first $24.5mm of the overall $258.9mm in infrastructure costs, and adds an additional $10mm in vertical and onsite project cost for building on the 100 acre Site, and structures Contract Revenue Bond financing (Series A) for funding such $10.0mm.

ESTIMATED NON-PROJECT COSTS:
$0.00

METHOD OF RELOCATING PERSONS TO BE DISPLACED:
No displacement will occur as a result of the Project

OTHER FINANCE PLAN DETAILS:

ESTIMATED PROJECT COSTS OF THE ZONE: The project costs for infrastructure and administrative expenses for the original Tres Lagos Project is provided in the Original Project and Finance Plan for the Zone and will not substantially change as a result of this Amendment and Supplemental Project and Finance Plan for the A&M Project. The only changes to the Original Project and Finance Plan will be the issuance of Series B Certificates of Obligation to fund Project Costs, the issuance of Series A Contract Revenue Bonds and the priority of use of the TIF funds which will be:

(1st) Payment of Series A and Series B debt service
(2nd) Payment of City Approved Pre-TIRZ Administrative costs
(3rd) Payment of City and County Approved Administrative costs
(4th) Payment of City project costs (fiber, water reuse, and fire station)
(5th) Payment of those public works and public improvements in those locations and quantities as set forth in the Original Project and Finance Plan, as amended and supplemented hereby.

OTHER FINANCE PLAN DETAILS (con't.):

ECONOMICALLY FEASIBILITY AND ECONOMIC FEASIBILITY STUDY DETAILS:
The economic feasibility of this Project Plan and Finance Plan, as amended and supplemented hereby, was analyzed by the independent economic consultant for the Developer, City Staff, and County Staff. In addition all financial projections contained in this Project and Finance Plan were reviewed, stress tested, and adjusted by the City's Financial Advisor, and by Jeffries, for the contemplated bond transactions. After consultation with the above parties, and after consideration of this Plan and its attachments, by their respective action approving this Amended and Supplemental Project Plan and Finance Plan, the Board of the Zone and the Commission for the City of McAllen find that this Project Plan and Finance Plan is Economically Feasible and will provide benefit to the City of McAllen and Hidalgo County.

ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED:
(1) Series A for funding Project Cost of vertical construction and associated site work -$10,000,000.00 (plus cost of issuance)
(1) Series B for funding Project Cost of Master Infrastructure for expanded Phase I -$24,5000,000.00 (plus cost of issuance)

ESTIMATED TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED:
Year 2016 -See slides on pages 8 thru 27 hereof for details of issuance of obligations

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT ANTICIPATED TO CONTRIBUTE TAX INCREMENT TO THE ZONE THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE:
Method of financing project costs and percent of Tax Increment to be derived from taxes of each taxing unit are set forth in the forgoing slides and spreadsheets on pages 9 thru 30 hereof. In summary they are:

	Original Project Tres Lagos	Supplemental Project A&M Project
City of McAllen Tax Increment	80%	20%
Hidalgo County Tax Increment	77%	23% (only if shortfall in Series A debt service)

CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE:
Appraised assessed value: $1,064,613.00

ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE:
See tables on page 17 hereof

DURATION OF THE ZONE:
30 years

BOND ISSUANCE TEAM:
Financial Adviser: First Southwest -Anne Burger Entrekin
Co-Underwriters: Jeffries – Matt Challis & Raymond James -Tom Oppenheim

THE STATE OF TEXAS	**§**	**CITY OF MCALLEN**
	§	
COUNTY OF HIDALGO	**§**	

AMENDED AND RESTATED
INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made by and between (i) the **CITY OF MCALLEN, TEXAS** (hereafter referred to as the "CITY"), a Texas Home Rule Municipality, acting through its City Manager as authorized by the City Commission on December 14, 2015; (ii) **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting through its County Judge pursuant to authority granted by the Hidalgo County Commissioners Court on December 15, 2015 (hereafter referred to as the "COUNTY"); (iii) the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MCALLEN, TEXAS**, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code (hereafter referred to as the "ZONE"), acting by and through its duly authorized Board of Directors (hereinafter referred to as the "ZONE BOARD"), established to administer manage and/or operate the ZONE pursuant to Sections 311.009(b) and 311.010, Texas Tax Code, as well as to implement and fund the Project and the Supplement Project (as such terms are defined below); (iv) **TRES LAGOS PUBLIC IMPROVEMENT DISTRICT, CITY OF McALLEN, TEXAS**, a public improvement district created by the CITY pursuant to Chapter 372, Texas Local Government Code (hereafter referred to as the "PID"); and (v) **RHODES ENTERPRISES, INC.**, the developer, its successors and assigns (hereafter referred to as "DEVELOPER**")**. Collectively, the CITY, COUNTY, ZONE, PID and DEVELOPER may be referred to as the "Parties." This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the CITY and the COUNTY in the Project (as defined below).

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the others at least ten (10) days prior written notice.

If to the CITY, to:

City of McAllen
1300 Houston Avenue.
McAllen, Texas 78501
Attention: City Manager
Phone: (956) 681-1000

With a copy to:

City of McAllen
1300 Houston Avenue.
McAllen, Texas 78501
Attention: City Mayor
Phone: (956) 681-1000

If to the COUNTY, to:

Hidalgo County
100 E. Cano, Ste. 201
Edinburg, Texas 78539-6243
Re: Tres Lagos TIRZ
Attention: Honorable Ramon Garcia, County Judge
Phone: (956) 318-2600

With a copy to:

Hidalgo County Auditor
Attn: Ray Eufracio, CPA
Re: City of McAllen-TIF Zone #1
2808 South Business Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2511

If to the ZONE, to:

Reinvestment Zone Number One
c/o City of McAllen
1300 Houston Avenue.
McAllen, TX 78501
Attention: Mike Rhodes, Presiding Officer

With a copy to:

Reinvestment Zone Number One
Attention: Board Secretary, Megan J. Clay
601 N W Loop 410, Ste. 390
San Antonio, Texas 78216

IF to the PID, to:

Tres Lagos Public Improvement District, City of McAllen, Texas
c/o City of McAllen
1300 Houston Avenue.
McAllen, TX 78501
Attention: Mike Rhodes, Presiding Officer

With a copy to:

Tres Lagos Public Improvement District, City of McAllen, Texas
Attention: Board Secretary, Megan J. Clay
601 N W Loop 410, Ste. 390
San Antonio, Texas 78216

If to the Developer, to:

Rhodes Enterprises, Inc.
200 S. 10th St., Ste. 1400
McAllen, Texas 78501
Attention: Mike Rhodes
Phone: (956) 287-2800

With a copy to:

Earl & Associates, P.C.
601 NW Loop 410, Ste. 390
San Antonio, Texas 78216
Phone: (210) 222-1500
Attn: David L. Earl and Megan J. Clay

B. Index

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C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

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

1. "4B CORPORATION" has the meaning set forth in Section V.D.1 below.

2. "4B CORPORATION Payments' has the meaning set forth in Section IV.A.3a below.

3. "Additional Available Tax Increment" shall mean (1) as the CITY, 30% of the CITY's Aggregate Available Tax Increment for the years 2015 through 2025 and 20% of the CITY's Aggregate Available Tax Increment for the years 2026 through the remaining Term of the ZONE, and (2) as the COUNTY, 33% of the COUNTY's Aggregate Available Tax Increment for the years 2015 through 2025 and 23% of the COUNTY's Aggregate Available Tax Increment for the years 2026 through the remaining Term of the ZONE.

4. "Additional Payments" has the meaning set forth in Section V.F.1. below.

5. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate reimbursable Administrative Costs for all the combined Participating Taxing Entities, which incur Administrative Costs over the life of the ZONE, shall not exceed an aggregate reimbursement of Four

Hundred Thousand Dollars ($400,000), representing Three Hundred Thousand Dollars ($300,000.00) to the CITY and One Hundred Thousand Dollars ($100,000.00) to the COUNTY.

6. "Aggregate Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 100% of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 100% of the COUNTY's M&O Tax Rate as levied, collected and allocated to the general fund (i.e., excluding only the portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate.") To avoid doubt, for both the CITY and the COUNTY, the Available Tax Increment and the Additional Available Tax Increment together amount to the Aggregate Available Tax Increment.

7. "Agreement" means this Amended and Restated Interlocal Agreement.

8. **"**Available Tax Increment" shall mean (1) as to CITY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 70% for the years 2015 through 2025, and 80% for the years 2026 through the remaining Term of the ZONE, of the CITY's M&O Tax Rate as levied, collected, and allocated to the general fund (i.e., excluding only the portion of the CITY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate"); and (2) as to COUNTY, an amount calculated as a millage rate per $100 of Captured Appraised Value of real property in the ZONE that equals 67% for the years 2015 through 2025, and 77% for the years 2026 through the remaining Term of the ZONE, of the COUNTY's M&O Tax Rate as levied, collected and allocated to the general fund (i.e., excluding only the portion of the COUNTY's property tax rate that is apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate.")

9. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance or order. The Base Year is 2014.

10. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2014, the Base Year of the ZONE.

11. "CITY" has the meaning set forth in Section I.A.1 above.

12. "CITY's Additional Pledge" has the meaning set forth in Section V.A.2. below.

13. "CITY's Approved Pre-TIRZ Administrative Costs" shall mean the CITY's out-of-pocket Administrative Costs incurred prior to December 22, 2014, in the amount of $70,000.00.

14. "CITY M&O Tax Rate" means that portion of the ad valorem tax rate used by the CITY for Maintenance and Operation. The CITY M&O Tax Rate may change from time to time. The CITY M&O Tax Rate as of December 31, 2014 is $0.4313 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the CITY during the Term of the ZONE.

15. "COUNTY" has the meaning set forth in Section I.A.1 above.

16. "COUNTY's Additional Pledge" has the meaning set forth in Section IV.A.3. below.

17. "COUNTY Applicable M&O Tax Rate" for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the County M&O Tax Rate for the given year. The Base Year M&O Tax Rate was $0.5308 per $100 dollars of valuation.

18. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for maintenance and operation. The COUNTY M&O Tax Rate is subject to change by the COUNTY in accordance with applicable law.

19. "DEVELOPER" has the meaning set forth in Section I.A.1 above.

20. "Development Agreement" means the agreement among the DEVELOPER, the ZONE and the CITY attached hereto as Exhibit C.

21. "Educational Facilities Lease" has the meaning set forth in Section V.D.1. below.

22. "Educational Facilities Project Interlocal Funding Agreement" has the meaning set forth in Section V.C.1. below.

23. "First Amendment" means that certain First Amendment to Interlocal Agreement among the Parties executed September 15, 2015, which amended the Original Agreement.

24. "Letter of Intent" means that certain letter of intent between The Texas A&M University System, Texas A&M University, the COUNTY and the CITY dated September 15, 2015, relating to the Texas A&M University campus to be developed as part of the Supplemental Project.

25. "LGC" has the meaning set forth in Section V.D1. below.

26. "LOC" has the meaning set forth in Section VI.A.3.(e). below.

27. "Original Agreement" means that certain Interlocal Agreement executed between the CITY, the COUNTY, the ZONE, and the DEVELOPER, on the 17th day of March, 2015,

28. "Original Project and Finance Plan" shall mean the final project and finance plan for the ZONE approved by the Board of Directors of the ZONES and the City Commission of the CITY for the original Project and attached hereto as Exhibit "A".

29. "Participating Taxing Entity" means the CITY and COUNTY.

30. "Parties" has the meaning set forth in Section I.A.1 above.

31. "PID" has the meaning set forth in Section I.A.1. above.

32. "PID Assessment" has the meaning set forth in Section VI.A.3.(a) below.

33. "Pledged PID Revenues" has the meaning set forth in Section VI.A.3.(a) below.

34. "Pre-TIRZ Administrative Costs" shall have the meaning given in the Original Project and Finance Plan.

35. "Project" means the Tres Lagos Development Project, as that project is more specifically identified in the Original Project and Finance Plan.

36. "Project Costs" mean the costs of the Public Infrastructure Improvements, eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Original Project and Finance Plan. The Project Costs in the aggregate for the life of ZONE are estimated to be Two Hundred Thirty-Two Million Three Hundred Ninety-Six Thousand Three Hundred Fifteen and No/100 Dollars ($232,396,315.00), plus an estimated Twenty Six Million One Hundred Forty-Four Thousand Five Hundred Eighty-Five and No/100 Dollars ($26,144,585.00) in applicable qualifying interest costs for a total of Two Hundred Fifty-Eight Million Five Hundred Forty Thousand Nine Hundred One and No/100 Dollars ($258,540,901.00) as more completely set forth in Exhibit "A".

37. "Proposed Supplemental Educational Facilities Project Financing Structure" has the meaning set forth in Section V.D.1. below.

38. "Public Infrastructure Improvements" mean those certain public improvements to be constructed as part of the Project and described in the Original Project and Finance Plan as being public improvements the cost of which will be reimbursed out of either: (i) the Available Tax Increment or (ii) Tax Increment Bonds which will be repaid out of the Available Tax Increment.

39. "Separate Additional Funds" has the meaning set forth in Section V.F.1 below.

40. "Soft Project Costs" mean those costs identified as "Soft Project Costs" in the Original Project and Finance Plan, Exhibit 5, Sources and Uses Table, that are related to the Supplemental Project.

41. "Supplemental Debt Service Shortfall" has the meaning set forth in Section IV.A.3. below.

42. "Supplemental Educational Facilities Contract Revenue Bonds" mean the contract revenue bonds, as further described in Section V.D.1. hereof, issued by the CITY or the LGC on behalf of the CITY, in the face amount of +/- $10,000,000.00 to finance the construction of the Supplemental Educational Facilities Project.

43. "Supplemental Educational Facilities Project" means the construction of a building and related site work to serve as the initial buildings for the new Texas A&M University campus to be located on a +/- 100 acre tract within the Project, with a CITY contribution of approximately $10,000,000.00, toward the more than approximately $50,000,000.00 of buildings to be constructed in phase one of the campus.

44. "Supplemental Educational Facilities Project Costs" means the costs of Supplemental Project improvements that are eligible for reimbursement under Chapter 311 of the Texas Tax Code, as described in the Supplemental Project and Finance Plan, and which shall not exceed $10,000,000.00.

45. "Supplemental Master Infrastructure Taxable Certificates of Obligation" means the certificates of obligation, as further described in Section V.D.2. hereof, issued by the CITY to raise the amount of +/- $24,500,000.00 to finance the Supplemental Master Infrastructure Project.

46. "Supplemental Master Infrastructure Project" means the construction of the infrastructure for the tract whereupon the Supplemental Educational Facilities Project will be located and included in the Original Project and Finance Plan to be completed in Phase I of the Project.

47. "Supplemental Project" means the Supplemental Educational Facilities Project and the Supplemental Master Infrastructure Project.

48. "Supplemental Project and Finance Plan" means the Supplemental Project and Finance Plan approved by the ZONE BOARD on November 18, 2015, and by the Commission of the CITY on December 14, 2015, a copy of which is attached hereto as Exhibit "D".

49. "Supplemental Project Obligations" means the Supplemental Educational Facilities Contract Revenue Bonds and the Supplemental Master Infrastructure Taxable Certificates of Obligation.

50. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

51. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2014 the year in which the ZONE was designated.

52. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Available Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of McAllen, Texas Tax Increment Fund," which fund must be segregated and kept apart from any other funds of the CITY and may only be used to pay for expenses and costs approved by the Board of Directors for the ZONE.

53. "Tax Increment Payment" means the Available Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

54. "Term of the ZONE" has the meaning set forth in Section III. A., below.

55. "Transportation Zone" means Transportation Reinvestment Zone Number Two, Hidalgo County.

56. "ZONE" has the meaning set forth in Section I.A.1. above.

57. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. A Resolution No. 2014-51 approved by the CITY Commission of CITY on October 27, 2014, expressed the CITY's intent to create a tax increment financing reinvestment zone and to participate in the ZONE at a level of 80% of the CITY M&O Tax Rate to support revitalization and development activities for the ZONE, commonly known as the Tres Lagos TIRZ, pursuant to Chapter 311, Texas Tax Code. On November 18, 2014, the COUNTY, by resolution, expressed its intent to participate in the ZONE at a level of 77% of the COUNTY M&O Tax Rate. On December 22, 2014, the City Commission of the CITY passed and approved Ordinance No. 2014-75, which created the ZONE over the property contained in the ZONE, a legal description of which is contained in Exhibit "A" to the Development Agreement, and by which the CITY agreed to be bound to an interlocal agreement by and among the CITY, the COUNTY, the ZONE, and the DEVELOPER, pursuant to Section 311.013 of the Texas Tax Code. The ZONE is projected to terminate on December 31, 2044, unless earlier termination occurs under this Agreement (the "Term of the ZONE").

B. The CITY approved the preliminary project and finance plan on December 22, 2014. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2014-75, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it has found that it has complied with, and has complied with all legal requirements and notice requirements in the creation of the ZONE.

C. On March 17, 2015, the CITY, the COUNTY, the ZONE, and the DEVELOPER approved and executed the Original Agreement, which was amended on September 15, 2015 by the approval and execution by the Parties of the First Amendment. The Parties have agreed to enter into this Agreement, which will further amend, and fully restate, the Original Agreement as previously amended by the First Amendment, in order to implement and fund the Original Project and Finance Plan and the Supplemental Project and Finance Plan for the ZONE. As further described and subject to the terms of this Agreement, the CITY will contribute 70% and the COUNTY will contribute 67% of their respective Aggregate Available Tax Increment during the years 2015 through 2025, and thereafter through the remaining Term of the ZONE the CITY will contribute 80% and the COUNTY will contribute 77% of their respective Aggregate Available Tax Increment.

D. The ZONE BOARD and the CITY have approved the Supplemental Project and Finance Plan to add the Supplemental Project, and fund the construction of the Supplemental Educational Facilities Project, through: (a) the CITY pledging an additional 30% of its Aggregate Available Tax Increment in the years 2015 through 2025 and thereafter through the remaining Term of the ZONE by pledging an additional 20% of its Aggregate Available Tax Increment; and (b) the COUNTY contributing an additional 33% of its Aggregate Available Tax Increment in the years 2015 through 2025 and thereafter through the remaining Term of the ZONE by contributing an additional 23% of its Aggregate Available Tax Increment, all subject to the terms described in Sections IV and V of this Agreement.

E. This Agreement is being executed by the Parties to facilitate the funding and construction of the Project pursuant to the Original Project and Finance Plan and the Supplemental Project pursuant to the Supplemental Project and Finance Plan and the expedited construction of the Phase l improvements pursuant to the Original Finance and Project Plan to facilitate the Supplemental Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to (a) 67% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year in the years 2015 through 2025, and (b) 77% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year beginning in the year 2026 through the remaining Term of the ZONE. For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in Section IV.B of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund pursuant to this Section IV.A.1 be greater than One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00) over the life of the ZONE (which for purposes of this provision will be deemed to end no later than December 31, 2044) beginning with the 2015 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund pursuant to Section IV.A.1 above shall be used to fund Project Costs including construction of Public Infrastructure Improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund pursuant to Section IV.A.1 above shall end when it has contributed the maximum total contribution provided for herein of One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2044 (ending on December 31, 2044), whichever occurs first. The COUNTY's continued contribution to the Tax Increment Fund pursuant to Section IV.A.1 above is conditioned upon the DEVELOPER's continuing the Project and being in full compliance with the Development Agreement and on the continued existence of the ZONE. In the event the DEVELOPER has been found to be in Default, as said term is defined in Section 7.1 of the Development Agreement (hereinafter "Default"), the COUNTY may withhold its contributions without incurring penalty or interest until such time as the non-compliance has been remedied.

3. In addition to the agreement by the COUNTY pursuant to Section IV.A.1. above to participate in the ZONE at a rate of 67% in the years 2015 through 2025 and 77% in the years 2026 through the remaining Term of the ZONE, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an additional amount equal to 33% in the years 2015 through 2025 and 23% in the years 2026 through the remaining Term of the ZONE of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the Captured Appraised Value with the ZONE, with said additional contribution being subject to the limitations contained herein (the "COUNTY's Additional Pledge"). The COUNTY's Additional Pledge will only be contributed by the COUNTY to the Tax Increment Fund, subject to Section IVA.4, if for any year the CITY's Additional Pledge for such tax year is not sufficient to pay the debt service on the Supplemental Educational Facilities Contract Revenue Bonds during such year (the "Supplemental Debt Service Shortfall") and/or there are any amounts outstanding necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed. In no event shall the COUNTY's Additional Pledge to the Tax Increment Fund and to reimburse the 4B CORPORATION for any 4B CORPORATION Payments exceed an aggregate total of Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00).

a. In the event the Supplemental Debt Service Shortfall for any tax year exceeds the amount of the COUNTY's Additional Pledge for such year, the COUNTY shall contribute the full amount of the COUNTY's Additional Pledge for that respective tax year to the Tax Increment Fund and the 4B CORPORATION shall be obligated (as contemplated and described in Section V.D.1. below) to contribute its available sales tax revenues to the Tax Increment Fund in an amount sufficient to cover the remaining Supplemental Debt Service Shortfall for that respective tax year. Funds contributed by the 4B CORPORATION to cover the remaining Supplemental Debt Service Shortfall for any tax year (after accounting for the full amount of the COUNTY's Additional Pledge for such year) as contemplated and described in Section V.D.1. below are herein referred to as the "4B CORPORATION Payments."

b. In the event the Supplemental Debt Service Shortfall for any tax year is less than the amount of the COUNTY's Additional Pledge for such tax year, the COUNTY shall contribute to the Tax Increment Fund, all or a portion of the COUNTY's Additional Pledge equal to: (i) the Supplemental Debt Service Shortfall for such tax year and/or (ii) an amount necessary for, and which shall be utilized by, the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed.

c. To the extent that the COUNTY's Additional Pledge for any tax year is more than (i) any Supplemental Debt Service Shortfall for such tax year, and (ii) any amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments that have been made by the 4B CORPORATION and not previously reimbursed, such excess amount shall not be part of the COUNTY's Additional Pledge or contributed to the Tax Increment Fund, and shall instead be retained by the COUNTY and may be used by the COUNTY for any lawful purpose.

d. The COUNTY's contribution of the COUNTY's Additional Pledge to the Tax Increment Fund is conditioned upon the CITY issuing the Supplemental Educational Facilities Contract Revenue Bonds to fund the Supplemental Project as set forth in the Supplemental Project and Finance Plan attached hereto as Exhibit "D". In the event the CITY does not issue the Supplemental Educational Facilities Contract Revenue Bonds to fund the Supplemental Project as prescribed in the Supplemental Project and Finance Plan, the COUNTY shall have no obligation to contribute the COUNTY's Additional Pledge to the Tax Increment Fund under this Agreement. The Parties hereto agree that all funds contributed by the COUNTY to the Tax Increment Fund pursuant to the COUNTY's Additional Pledge shall only be used to fund debt service payments on the Supplemental Educational Facilities Contract Revenue Bonds to pay the Supplemental Debt Service Shortfall and to pay amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments not previously reimbursed. The COUNTY's obligation to contribute the COUNTY's Additional Pledge to the Tax Increment Fund shall end when the aggregate contribution made under the COUNTY's Additional Pledge reaches Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00).

4. The Administrative Costs that the COUNTY has the right to deduct pursuant to Section IV.B.1 of this Agreement shall be deducted from the Tax Increment Payment due pursuant to Section IV.A.1. above and not from the COUNTY's Additional Pledge. In accordance with Section IV.B.9.b. hereof, the Parties agree that, notwithstanding anything to the contrary contained herein, in the event any of the property within the Zone is also within the Transportation Zone, during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the ZONE to the Transportation Zone, in lieu of the aggregate amounts otherwise specified herein, the COUNTY's aggregate contribution to the ZONE with respect to property that is within the overlap between the Transportation Zone and the ZONE shall not exceed fifty percent (50%) of the Applicable M&O Tax Rate.

5. The CITY, the COUNTY, and the ZONE agree and acknowledge that the COUNTY is agreeing to the COUNTY's Additional Pledge in reliance on the commitments made by the CITY, the DEVELOPER and the ZONE BOARD to: (a) in the case of the CITY, (i) timely contribute its Tax Increment Payments to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement and the CITY's Additional Pledge to the Tax Increment Fund as they become due in accordance with and subject to the terms of Section V.A.2. hereof; (ii) issue and pay the Supplemental Project Obligations in accordance with this Agreement, and (iii) fulfill its obligations with respect to this Agreement and the Supplemental Project Obligations; (b) in the case of the DEVELOPER, fulfill its obligations with respect to this Agreement and the Supplemental Project Obligations, and (c) on the commitment of the ZONE to comply with the Original Project and Finance Plan and the Supplemental Project and Finance Plan. Any failure to fulfill such commitments will be considered a breach of this Agreement and such breach shall be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

B. Tax Increment Payment

1. The COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement, shall accrue as the COUNTY collects its Aggregate Available Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the value of the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the taxes collected on the value of the Tax Increment. The Parties agree that COUNTY shall have the right to deduct 1/30 of the COUNTY's pro-rata portion of Administrative Costs per year (1/30 of $100,000.00, or $3,333.33 per year) prior to contribution of its Tax Increment Payment described in Section IV.A.1 above into the Tax Increment Fund. The COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by the later of: (i) collection reports having been provided to the Hidalgo County Auditor's Office; (ii) May 1, 2016; or (iii) 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2016, but only for tax year 2015, beginning January 1, 2015. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2044.

The chart below is for illustrative purposes only and is an example of how the payment calculation is calculated by the COUNTY. Assuming for the purpose of this example, the tax value of the zone is $100,000.00, the base value is $10,000.00, the Administrative Costs are $10.00 per year and the overall COUNTY tax rate is $.0059.

Tax Increment Reinvestment Zone (TIRZ Payment Calculation)	**EXAMPLE**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	$0.0059
GHD Actual Tax Level for all real property tax accounts located within the TIRZ	**$590.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(less) Tax Increment Base	$10,000.00
	$90,000.00
Captured Appraised Value	$90,000.00
(multiplied by) Contribution Rate (County Applicable M&O Tax Rate) (.51/100)	0.0051
Tax Levy Due to TIRZ	**$459.00**
Tax Increment (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$300.00
(divided) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$590.00
Percent Collected of Actual Levy	**50.85%**
Tax Levy Due to TIRZ	$459.00
(multiplied by) Percent Collected of Actual Levy	50.85%
Purposed Payment Amount	$233.40
(less) Administration Costs (as per Agreement)	$10.00
TAX INCREMENT PAYMENT AMOUNT DUE TO TAX INCREMENT FUND	**$223.40**

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY the TIRZ annual audit report, an updated fact sheet that includes detail as to

what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member, the date for the next annual meeting and a formal request for payment. In preparing this report, COUNTY acknowledges that CITY will be relying on information provided by the DEVELOPER. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under Section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. Such reports and documentation also shall include sufficient information on the Supplemental Debt Service Shortfall, the CITY's Additional Pledge, the 4B CORPORATION Payment, and the debt service obligation to allow the COUNTY and the Hidalgo County Auditor to confirm the calculation of the amount due, if any, on the COUNTY's Additional Pledge.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the report required to be filed by the CITY under Section 311.016 of the Texas Tax Code is not filed timely; or if the fact sheet, the TIRZ's annual audit report, and/or payment request are not provided to the County timely, or under any other situation in which the CITY does not pay interest or penalties.

5. The CITY and the ZONE agree to provide prior written notice to the COUNTY of a proposed change that would constitute at least a twenty-five percent (25%) increase or decrease in either the Project Costs or the scope and scale of the Project (hereinafter a "Material Change"); provided that any Material Change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The ZONE BOARD shall have the right to amend and modify the Original Project and Finance Plan or the Supplemental Project and Finance Plan without providing prior written notice to the COUNTY so long as such amendment or modification does not constitute a Material Change.

6. If the CITY, the DEVELOPER or the Board of Directors for the ZONE materially breaches this Agreement, then the COUNTY may provide written notice to the CITY, the DEVELOPER and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) demanding that all breaches must be resolved within ninety (90) days.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or

expenses associated with the development of the ZONE or the implementation of the Original Project and Finance Plan or the Supplemental Project and Finance Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto. This provision shall not affect the obligation of the COUNTY under any separate document or agreement related to the Project or its infrastructure (i.e. agreements relating to design and construction of drainage channels or improvements) to which the COUNTY is a signatory.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the Term of the ZONE shall not exceed:

a. One Hundred Forty-Three Million Three Hundred Eighteen Thousand Four Hundred Eighty-Four and No/100 Dollars ($143,318,484.00), pursuant to Section IV.A.1, and

b. Six Million Eight Hundred Thousand and No/100 Dollars ($6,800,000.00). pursuant the COUNTY's Additional Pledge;

plus any applicable penalty and/or interest allowed in Section 311.013 of the Tax Code, subject to the limitations on Section IV.B.4. hereof.

9. a. *General Provisions*. Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in Section IV.B.9.b. and IV.B.9.c. below and to the other provisions of this Agreement, the COUNTY agrees to participate at the applicable percentages of the COUNTY M&O Tax Rate set forth in Section IV.B.1 (67% or 77% depending on the year) and, if applicable, Section IV.B.3 (an additional 33% or 23% depending on the year and the other terms in Section IV.B.3. above, but never exceeding an aggregate of 100% of the COUNTY M&O Tax Rate) for real property within the Zone, without regard to whether the real property is also within the Transportation Zone. (For example, for tax year 2015, sixty-seven percent (67%) equaling $.355636 per $100 valuation on the Captured Appraised Value, assuming no additional pledge.)

b. *Transportation Zone Overlap*. Notwithstanding anything to the contrary contained herein, in the event any of the property within the Zone is also within the Transportation Zone, during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the ZONE to the Transportation Zone, in lieu of the percentages of Applicable M&O Tax Rate specified above, the COUNTY contribution to the ZONE with respect to real property that is within the overlap between the Transportation Zone and the ZONE shall not exceed an aggregate of fifty percent (50%) of the Applicable M&O Tax Rate.

c. *Lower COUNTY M&O Tax Rate*. If the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation on the Captured Appraised Value during a year in the Term of the ZONE, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed sixty-seven percent (67%) or seventy-seven percent (77%), plus, if applicable, the Additional Pledge of up to thirty-three percent (33%) or twenty-three percent (23%), or, with respect to property within an overlap with the Transportation Zone, fifty percent (50%) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O with respect to such year the COUNTY M&O Tax Rate is less than $0.5308 per $100 valuation.

d. *Greater COUNTY M&O Tax Rate*. If the COUNTY M&O Tax Rate is greater than $0.5308 per $100 valuation on the Captured Appraised Value during the Term of the ZONE, the COUNTY shall retain all taxes collected in excess of $0.5308 with respect to any real property within the ZONE per $100 valuation on the Captured Appraised Value, and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the COUNTY.

10. COUNTY taxes that are delinquent for more than five years will be considered un-collectible and shall not be included in the Tax Increment Payment.

11. All rollback taxes received from assessments on real property within the ZONE shall be considered Tax Increment and shall be deposited into the Tax Increment Fund, however any penalties and interest received shall not be considered Tax Increment.

C. School District Provisions

The COUNTY understands that the Project is located in the Edinburg Consolidated Independent School District. The City and the Zone represent to the COUNTY that the Edinburg Consolidated Independent School District is not participating in the ZONE by contribution of Tax Increment but may request cooperation in the future with the ZONE BOARD relating to the planning, construction or financing of schools within the ZONE, subject to appropriate approvals.

D. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the CITY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Financing Plan as limited by the CITY's ordinance creating the ZONE. The Participating Taxing Entities, during the Term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals in a manner that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of nine (9) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to designate one member of the ZONE BOARD as its designee. If it is necessary for the CITY to make or confirm the appointment, the CITY shall appoint or confirm the COUNTY's designee.

E. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the legal description of the ZONE contained in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

1. Subject to the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the ZONE by contributing to the Tax Increment Fund (i) seventy percent (70%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each respective tax year during the years 2015 through 2025, and (ii) eighty percent (80%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each respective tax year beginning in 2026 through the remaining Term of the Zone. The CITY agrees to require the DEVELOPER and ZONE to implement the Original Project and Finance Plan. The CITY's contributions to the Tax Increment Fund pursuant to this Section V.A.1 shall end when the CITY has contributed the maximum total contribution provided for herein of One Hundred Twenty Million Nine Hundred Ninety Thousand One Hundred Forty-Nine and No/100 Dollars ($120,990,149.00), or

when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2044, whichever occurs first. The CITY's continued contribution to the Tax Increment Fund is conditioned upon the DEVELOPER not being in Default, and on the continued existence of the ZONE. In the event DEVELOPER is found to be in Default under the terms of the Development Agreement, the CITY may withhold its contribution without incurring penalty or interest until such time as the Default has been remedied. As a condition of the COUNTY's participation in this Agreement, the Finance and Project Plan must be followed and implemented pursuant to the Development Agreement.

The CITY and ZONE shall have an obligation to assure that the DEVELOPER follows and implements the Original Project and Finance Plan as provided in the Development Agreement. In the event the CITY and/or ZONE fails to appropriately require the Developer to comply with the Development Agreement or otherwise fails to appropriately implement the Original Project and Finance Plan, such failure will be considered a breach of this Agreement and subject to the cure provisions contained in Section IV.B.6. of this Agreement.

2. In addition to the agreement by CITY pursuant to Section V.A.1. above to participate in the Zone at a rate of 70% in the years 2015 through 2025 and 80% in the years 2026 through the remainder of the Term of the ZONE under the terms of this Agreement and the Development Agreement, the CITY agrees to participate in the Supplemental Project and Finance Plan for the ZONE by contributing to the Tax Increment Fund an additional amount equal to (i) thirty percent (30%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year in the 2015 through 2025 tax years, and (ii) twenty percent (20%) of the revenue generated from the CITY M&O Tax Rate as levied and collected on the Captured Appraised Value each year beginning in 2026 through the remaining Term of the ZONE (the "CITY's Additional Pledge"). The CITY agrees to, and agrees to require the ZONE BOARD to, implement the Supplemental Project and Finance Plan. The CITY's contributions to the Tax Increment Fund of the CITY's Additional Pledge shall end upon the earlier of: (a) the CITY making all required principal and interest payments on the Supplemental Educational Facilities Contract Revenue Bonds using the CITY's Additional Pledge and the COUNTY's Additional Pledge (if required due to a Supplemental Debt Service Shortfall) until such bonds are paid in full; or (b) the ZONE termination date in 2044, whichever occurs first. As a condition of the COUNTY's participation through the COUNTY's Additional Pledge under this Amendment, the Supplemental Finance and Project Plan must be followed and implemented by the City and the ZONE BOARD.

The CITY shall have an obligation to assure that the ZONE BOARD follows and implements the Supplemental Project and Finance Plan. In the event the CITY and/or ZONE fails to appropriately implement the Supplemental Project and Finance Plan, such failure will be considered a breach of this Agreement and such breach shall be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V.A.1. and V.A.2. of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by May 1, 2016. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2016, but only for the tax year 2015 beginning January 1, 2015. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund annually on or before May 1, 2016 (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Available Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Financing of Supplemental Project

1. Supplemental Educational Facilities Contract Revenue Bonds. The CITY shall create a "local government corporation" (the "LGC") pursuant to Subchapter D of Chapter 431 of the Transportation Code to issue one or more series of contract revenue bonds, a tax-exempt series and, if necessary, a taxable series (collectively, the "Supplemental Educational Facilities Contract Revenue Bonds") to finance the construction of the Supplemental Educational Facilities Project pursuant to Section 1509.003 of the Texas Government Code, as amended.

Pursuant to this proposed financing structure (the "Proposed Supplemental Educational Facilities Project Financing Structure"), the CITY, the LGC, the ZONE and the Development Corporation of McAllen, Inc. (the "4B CORPORATION"), a nonprofit economic development corporation originally created pursuant Section 4B of Article 5190.6, Texas Revised Civil Statutes (now codified primarily in Chapters 501 and 505 of the Local Government Code and known as the Development Corporation Act), would enter into an inter-local agreement (the "Educational Facilities Project Interlocal Funding Agreement") whereby the 4B CORPORATION and the ZONE, from the respective sources set forth herein, would obligate themselves to pay the LGC an amount sufficient to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds.

The 4B CORPORATION's payment obligation pursuant to the Educational Facilities Project Interlocal Funding Agreement would be subordinate only to the obligation of the 4B CORPORATION to make debt service payments on its outstanding Sales Tax Revenue Bonds, Series 1998. The ZONE's payment obligation pursuant to the Educational Facilities Project Interlocal Funding Agreement would be limited to the availability of Additional Payments, as defined in Section V.F.1. hereof. Pursuant to the Educational Facilities Project Interlocal Funding Agreement, the 4B CORPORATION's source of pledge (its sales tax) would only be utilized to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds in the event that the Additional Payments would be insufficient to pay such debt service on the Supplemental Educational Facilities Contract Revenue Bonds. The Parties to this Agreement acknowledge that the 4B CORPORATION's pledge of its sales tax and the LGC's issuance of a series of the Supplemental Educational Facilities Contract Revenue Bonds as tax-exempt bonds shall significantly reduce the interest rate paid on the Supplemental Educational Facilities Contract Revenue Bonds.

Pursuant to the Educational Facilities Project Interlocal Funding Agreement, the CITY and the LGC would be required to construct the Supplemental Educational Facilities Project. The CITY and the LGC would also be required to enter into a lease (the "Educational Facilities Lease") with Texas A&M University for such Supplemental Educational Facilities Project. The Educational Facilities Lease would be for a term lasting as long as the Supplemental Educational Facilities Contract Revenue Bonds are outstanding and the lease would require only a nominal lease payment. At such time the Supplemental

Educational Facilities Contract Revenue Bonds would be paid in full, the City, pursuant to Section 272.001(j) of the Texas Local Government Code, would donate the Supplemental Educational Facilities Project to Texas A&M University.

The City and the LGC would enter into the Educational Facilities Lease pursuant to Section 1509.001 of the Texas Government Code, as amended, to develop and diversify the economy of this state and eliminate unemployment or underemployment in this state under the authority granted by Section 52-a, Article III, Texas Constitution. The Educational Facilities Lease would necessarily terminate by its own terms should the Supplemental Educational Facilities Project cease to be operated as an institution of higher education during the time that the Supplemental Educational Facilities Contract Revenue Bonds are outstanding.

The Proposed Supplemental Educational Facilities Project Financing Structure described above and the issuance of the Supplemental Educational Facilities Contract Revenue Bonds by the LGC are contingent on their approval by the Public Finance Division of the Texas Attorney General.

2. Supplemental Master Infrastructure Taxable Certificates of Obligation. The CITY shall issue Certificates of Obligation (the "Supplemental Master Infrastructure Taxable Certificates of Obligation") pursuant to Subchapter C of Chapter 271, Texas Local Government Code (the Certificate of Obligation Act of 1971) to finance the Supplemental Master Infrastructure Project. The Certificates of Obligation shall be secured by a continuing ad valorem tax levied on all taxable property within the CITY, within the limits prescribed by law, and a pledge of the Pledged PID Revenues, as further defined below in Section VI.A.3.

Notwithstanding the CITY's pledge of city-wide ad valorem taxes to the payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation, city-wide ad valorem taxes shall only be utilized to pay debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation in the event that the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement are insufficient, and then only in the event the Pledged PID Revenues are insufficient to pay the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation. As further described in Section VI.A.3., the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement are intended as the primary source of payment of the principal and interest on the Supplemental Master Infrastructure Taxable Certificates of Obligation, and the Pledged PID Revenues are intended as the initial source of payment until the said Available Tax Increment is sufficient to pay the debt service. Further, the Pledged PID Revenues are intended as the secondary source of payment to the extent Available Tax Increment is insufficient to pay all of the said debt service on an annual basis.

The Parties to this Amendment acknowledge that the City's pledge of city-wide ad valorem taxes to the payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation shall significantly reduce the interest rate paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation.

3. Each Participating Taxing Entity and Party shall participate in the payment of the Supplemental Educational Facilities Project Costs only to the extent described herein. The CITY, PID, and/or the ZONE shall be entitled to enter into any other agreements for the CITY, the PID or the ZONE to pay the costs of the Supplemental Project and other reasonable expenses from the Available Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

E. Disbursement of Funds (Other than the Separate Additional Funds) in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the CITY shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2014-75 passed and approved by City Commission of the CITY on December 22, 2014, and pursuant to this Agreement. Except for amounts to be paid to the CITY and COUNTY for Administrative Costs, no funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of the amount of funds used and disbursement of funds by the ZONE shall be given at least annually to the COUNTY. The Parties agree that the CITY shall be responsible for the annual administration of the ZONE.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.5 above. Accordingly the agreed allocation of the total amount budgeted for Administrative Costs ($400,000.00) shall be apportioned in the amount of $300,000.00 for repayment of the CITY's administrative costs and $100,000.00 for the repayment of the COUNTY's administrative costs during the Term of the ZONE, with the CITY and the COUNTY each receiving 1/30 of their pro-rata amount per year, as funds are available in the Tax Increment Fund. The CITY shall receive priority reimbursement of the Pre-TIRZ Administration Costs incurred by it. The Parties further agree and understand that the COUNTY and CITY are entitled to deduct their yearly pro-rata portion of Administrative Costs prior to depositing their respective Tax Increment Payment required pursuant to Section IV.A.1. (with respect to the COUNTY) and Section V.A.1 (with respect to the CITY) into the Tax Increment Fund, as long as said deductions are clearly delineated as a deduction from the Tax Increment Payment. If there is not enough Available Tax Increment to pay the COUNTY's and CITY's respective pro-rata yearly Administrative Costs, the COUNTY and CITY are entitled to deduct the pro-rata Administrative Costs which are owing to each entity respectively, prior to depositing the Tax Increment Payment in the Tax Increment Fund during the next year in which sufficient funds exist in the Available Tax Increment to pay said pro-rata Administrative Costs.

3. The CITY and ZONE will use funds in the Tax Increment Fund contributed by the COUNTY and the CITY pursuant to Section IV.A.1. and Section V.A.1, respectively, hereof to reimburse expenditures in the order and priority of payment set forth in the Original Project and Finance Plan and the Development Agreement. The foregoing notwithstanding, no such funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities or a dispute with Developer.

4. In addition, the above notwithstanding, in the event that bonds or tax anticipation notes are issued pursuant to Section 311.015 of the Texas Tax Code, the proceeds shall be used to pay outstanding reimbursements according to the priority of payment, and thereafter the payment of debt service shall be a priority above any other annual obligations, and the amount of the Tax Increment Fund derived from amounts contributed by the COUNTY and the CITY pursuant to Section IV.A.1. and Section V.A.1, respectively, hereof shall not be directed for any other purpose until such bonds or tax anticipation notes or other obligations have been satisfied in full.

F. Disbursement of Separate Additional Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2014-75 passed and approved by City Commission of the CITY on December 22, 2014 and pursuant to this Agreement. No funds that are deposited in or credited to the Tax Increment Fund as a result of the CITY's Additional Pledge, or the

COUNTY's Additional Pledge (except for that portion of the COUNTY's Additional Pledge, if any, which is to be used by the ZONE to pay amounts necessary for the ZONE to reimburse the 4B CORPORATION for any 4B CORPORATION Payments not previously reimbursed, all as further described in Section V.D.1. hereof) (collectively the "Additional Payments") shall be disbursed from the Tax Increment Fund for any purpose other than paying the costs of issuance for and making debt service payments on the Supplemental Educational Facilities Contract Revenue Bonds that shall be issued by the CITY or the LGC on behalf of the CITY. The Additional Payments shall be accounted for separately from other funds held within the Tax Increment Fund (the "Separate Additional Funds"), and no payments may be made from the Separate Additional Funds held within the Tax Increment Fund without the prior written approval of the ZONE BOARD. Notice of the amount of Separate Additional Funds used, disbursed, and remaining in the Tax Increment Fund shall be given at least annually to the COUNTY.

2. In the Educational Facilities Project Interlocal Funding Agreement, the CITY and the ZONE shall limit the use of the Separate Additional Funds in the Tax Increment Fund as set forth in the Supplemental Project and Finance Plan, and only for the cost of issuance and repayment of principal and interest on the Supplemental Educational Facilities Contract Revenue Bonds.

3. The Parties agree and covenant that the Additional Payments shall only be used to fund the costs of issuance of and pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds pursuant to the Supplemental Project and Finance Plan; and, that the Available Tax Increment contributed by the CITY and COUNTY under the Original Project and Finance Plan and this Agreement shall be used as they are received on an annual basis under the following priority: first, to fund the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation that is due each year that said Supplemental Master Infrastructure Taxable Certificates of Obligation are outstanding; and, second, other uses according to the Priority of Payment set forth in Section 3.7.2 of the Development Agreement. The Parties further agree and covenant that the proceeds from the sale of the Supplemental Educational Facilities Contract Revenue Bonds and Supplemental Master Infrastructure Taxable Certificates of Obligation required to be issued by the CITY, or the LGC, as the case may be, pursuant to this Agreement shall be deposited in the Tax Increment Fund, accounted for separately, and only be used for the respective purposes and under the respective priority of uses as follows:

a. Proceeds from the Supplemental Educational Facilities Contract Revenue Bonds: All proceeds from the Supplemental Educational Facilities Contract Revenue Bonds shall only be used to fund the following costs and expenses in the following priority: first, payment of the CITY's obligations under the agreement with Texas A&M University, anticipated to be entered into pursuant to the Letter of Intent, related to the funding of buildings and related site work according to the Supplemental Project and Finance Plan to provide an initial Texas A&M University campus within the Project; and, second, other uses according to the Priority of Payment set forth in Section 3.7.2 of the Development Agreement.

b. Proceeds from the Supplemental Master Infrastructure Taxable Certificates of Obligation: All proceeds from any Supplemental Master Infrastructure Taxable Certificates of Obligation shall only be used to fund the following costs and expenses in the following priority: first, payment or reimbursement for Project Costs and Soft Project Costs for Phase I of the Project and Supplemental Project infrastructure as approved by the ZONE BOARD; second, payment of the CITY's Approved Pre-TIRZ Administrative Costs; third, payment of the CITY and the COUNTY's accrued incremental Administrative Costs; and fourth, other uses according to the priority of payment set forth in Section 3.7.2 of the Development Agreement.

VI. RIGHTS AND OBLIGATIONS OF DEVELOPER

A. Agreement by Developer

1. In return for the covenants and agreements made by the CITY, the COUNTY, and the ZONE, the DEVELOPER agrees to faithfully perform its obligations under this Agreement and the Development Agreement, including without limitation the obligation to follow and implement the Original Project and Finance Plan and the Supplemental Project and Finance Plan as those obligations are imposed by the Development Agreement and this Agreement. If the DEVELOPER fails to meet the obligations contained in this Agreement or the Development Agreement, it shall constitute a breach of this Agreement and be subject to the cure provisions contained in Section IV.B.6. of this Agreement.

2. The Parties agree that if the sum of the CITY's Additional Pledge during the years 2015 through 2025 of the ZONE exceeds the amount required to pay debt service on the Supplemental Educational Facilities Contract Revenue Bonds during such years, any such excess shall no longer be considered Separate Additional Funds, and shall be part of the Tax Increment Fund available for disbursement in accordance with Section V.E above.

3 The CITY finds that the Supplemental Project promotes the interests of the CITY, and that the Supplemental Project will confer a special benefit on the part of the CITY located within the PID. The Parties expressly agree to the following in relation to the issuance and payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation by the CITY:

a. The DEVELOPER hereby agrees and consents to the CITY and PID levying an annual PID assessment pursuant to Texas Local Government Code Section 372.017 (the "PID Assessment") on all property within the PID for the purpose and in the amount necessary to fund the annual debt service payments due on the Supplemental Master Infrastructure Taxable Certificates of Obligation (the "Pledged PID Revenues").

b. The PID hereby agrees to take all actions as required by law to cause the levy of the PID Assessment by the CITY for the purpose of funding the initial and supplemental debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation by the PID pursuant to this Agreement.

c. The PID agrees to deposit the Pledged PID Revenues into the PID fund as the PID Assessments are collected. The Parties agree that after the Pledged PID Revenues are deposited in the PID fund they will be accounted for separately and shall only be used to pay the annual debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation to the extent the amount of Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund pursuant to the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is insufficient to pay the said debt service for such year. To the extent that the Pledged PID Revenues are required to pay debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation, the PID hereby agrees to take all actions necessary to transfer the necessary Pledged PID Revenues in the PID Fund to the City's interest

and sinking fund that will be created for the benefit of the Supplemental Master Infrastructure Taxable Certificates of Obligation.

d. The Parties expressly agree that the PID will only be required to contribute the annual Pledged PID Revenues in the event the amount of Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund pursuant to the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is, or is projected to be, insufficient to pay the debt service on the Supplemental Master Infrastructure Taxable Certificates of Obligation for such year.

The Parties agree that the PID Assessment levied to fund the Pledged PID Revenues will no longer be levied or assessed once the combined amount of the Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund each year under the Original Project and Finance Plan and the Agreement (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) is equal to 120% or more of the debt service required to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation annually.

e. The DEVELOPER agrees to provide the CITY with an irrevocable letter of credit (the "LOC") which will be automatically renewed each year in the amount of the annual debt service payment due to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation for the year in which the LOC is provided. The first LOC required must be provided to the CITY no less than 30 days prior to the Supplemental Master Infrastructure Taxable Certificates of Obligation being issued. The LOC for each subsequent year must be provided to the CITY no later than January 15th of the year in which it is required to be provided. The LOC for each year will be released upon the PID making the debt service payment of the Supplemental Master Infrastructure Taxable Certificates of Obligation due in each respective year. The DEVELOPER will no longer be required to provide a LOC to the CITY once the combined amount of the Available Tax Increment deposited by the CITY and COUNTY into the Tax Increment Fund (calculated on the basis of CITY's and the COUNTY's Available Tax Increment being 20% and 23%, respectively, during the years 2015 through 2025 instead of 30% and 33%, respectively, during such time) equals 120% of the annual debt service required to be paid on the Supplemental Master Infrastructure Taxable Certificates of Obligation.

B. Rights of Developer

1. The CITY, the COUNTY, and the ZONE agree and acknowledge that DEVELOPER is making the commitments identified herein in reliance on the commitments made by the CITY and the COUNTY to: (a) timely contribute their respective Tax Increment Payments to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement; (b) timely contribute

their respective Additional Pledge to the Tax Increment Fund as they become due in accordance with and subject to the terms of this Agreement; and (c) on the commitment of the ZONE to comply with the Original Project and Finance Plan and Supplemental Project and Finance Plan and properly and timely (within 30 days of approval if funds are available) process payments and reimbursements for proper work completed by the DEVELOPER and/or its successors, assigns, contractors or subcontractors.

2. The DEVELOPER shall have the right to serve as Project manager for the construction and installation of all public improvements and public infrastructure identified in the Original Project and Finance Plan and the Supplemental Project and Finance Plan, save and except for those obligations to be managed by the CITY or Texas A&M University under the Letter of Intent between said parties.

3. The DEVELOPER shall have the right to adjust or prioritize the schedule of construction of improvements within each Phase of the Project, provided that such adjustment or prioritization does not cause a Material Change in the Original Project and Finance Plan or in the Supplemental Project and Finance Plan.

4. The DEVELOPER shall have the right to use anticipated reimbursements to the DEVELOPER and other rights of the DEVELOPER under this Agreement and the Development Agreement to obtain financing for funding required to construct improvements within the Project, including the assignment or use of such reimbursements or rights as collateral, or the factoring of such rights and obligations to third parties, subject to the limitations contained in the Development Agreement.

5. The CITY and DEVELOPER agree that the DEVELOPER will convey to the CITY fee simple title to the +/- 100 acre site identified on Exhibit "E" for use as the site for the campus of Texas A&M University; and, in return, the CITY shall convey to the DEVELOPER fee title to the two (2) tracts identified on Exhibit "F". The CITY and DEVELOPER agree that the value of the +/- 100 acre tract to be conveyed by the DEVELOPER to the CITY together with the DEVELOPER's consent to the modification of the Development Agreement and this Agreement to facilitate the financing of the Supplemental Master Infrastructure Taxable Certificates of Obligation exceeds the value of the two (2) tracts which are to be conveyed from the CITY to the DEVELOPER. All conveyances required to be made under this subsection shall be closed within thirty (30) days from the execution of this Agreement with the DEVELOPER and CITY each paying one-half of the closing costs as well as their respective costs of phase I environmental reports.

VII. TERM AND TERMINATION

A. Term of the ZONE and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2044, unless earlier terminated as provided herein. Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2015 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the CITY's and COUNTY's Tax Increment Payments will not be made after December 31, 2045 for the 2044 tax year.

B. Early Termination

Neither the CITY, the COUNTY, nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the Term of the ZONE as specified in Section III.A. above, except as set forth in the Development Agreement.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds and/or notes have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund, including from the Separate Additional Funds, shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor provision thereto. Accounting to determine the pro rata distribution of remaining funds, including any Separate Additional Funds, to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the City Manager of the CITY.

VIII. MISCELLANEOUS

A. Understanding

Any and all costs, including with respect to the Supplemental Project Obligations, incurred by the CITY, COUNTY or DEVELOPER are not, and shall never become, general obligations or debt of the COUNTY or any Participating Taxing Entity. With respect to the CITY, COUNTY and DEVELOPER's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY, COUNTY or DEVELOPER shall be payable from the Tax Increment Fund in the manner and priority provided in the Original Project and Finance Plan, the Supplemental Project and Finance Plan and the Development Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the Original Project and Finance Plan, the Supplemental Project and Finance Plan and the Development Agreement. The CITY and the COUNTY are not obligated above and beyond what is actually collected as its Available Tax Increment during the Term of the ZONE, which shall deposited into the Tax Increment Fund. The Separate Additional Funds in the Tax Increment Fund shall only be used as set forth in the Supplemental Project and Finance Plan and only for the payment of the costs of issuance of and repayment of principal and interest on the Supplemental Educational Facilities Contract Revenue Bonds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto, including the Original Agreement and the First Amendment, which are further amended and restated hereby, and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such

withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively. All Parties further agree that the DEVELOPER shall have the right to assign the right to receive reimbursements to a third party for the purpose of obtaining financing, or to a related third party without obtaining consent of any other Party, provided that such reimbursements have been approved by the ZONE BOARD and such assignments are made in compliance with the Development Agreement.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Amendments to Original Project and Finance Plan and Supplemental Project and Finance Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Original Project and Finance Plan was finalized and approved by

the City Commission of the CITY. The COUNTY further acknowledges that it was provided with a copy of the initial preliminary supplemental project and finance plan for review and comment before the Supplemental Project and Finance Plan was finalized and approved by the City Commission of the CITY. The Parties agree that a Material Change to the Original Project and Finance Plan or the Supplemental Project and Finance Plan shall not apply to the COUNTY unless the COUNTY approves the change as provided herein. Further, if such amendment to the Project and Finance Plan (i) has the effect of directly or indirectly increasing the percentage of Tax Increment to be contributed by the COUNTY; or (ii) increases or reduces the geographical area of the ZONE set forth in the Original Project and Finance Plan or the Supplemental Project and Finance Plan, the COUNTY must approve said amendment in order for the amendment to be binding on the COUNTY.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial or other information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments, including the Additional Payments, to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs and Supplemental Educational Facilities Project Costs, including all expenditures from the Separate Additional Funds. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report (and other documentation and information pursuant to Section IV.B.2. above) from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provision herein to the contrary.

K. Development Agreement

The CITY, DEVELOPER, and ZONE BOARD have entered into the Development Agreement. The CITY hereby agrees with COUNTY to use reasonable efforts to enforce and follow the provisions of the Development Agreement against DEVELOPER, including, without limitation, the DEVELOPER's compliance with all applicable building codes and ordinances, as modified or amended and all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, orders and codes, as amended, pertained to the construction of the Project. The CITY and the ZONE agree to provide the COUNTY with a copy of any notice of Default that is delivered or sent to any party under the Development Agreement within five (5) business days after receipt of the notice by the CITY or the ZONE. The COUNTY shall have the right to consent to any waivers of Default. The COUNTY shall also have the rights to consent to any changes or modifications in DEVELOPER's or other Parties' obligations prior to such modifications or changes being effective, if modifications or changes constitute a Material Change.

L. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF MCALLEN; HIDALGO COUNTY; DEVELOPER; TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MCALLEN, TEXAS; and TRES LAGOS PUBLIC IMPROVEMENT DISTRICT have made and executed this Agreement in quintuple originals on this 15th day of December, 2015.

CITY OF MCALLEN

_____
Jim Darling
City Mayor

ATTEST/SEAL:

_____
Annette Villarreal
City Secretary

APPROVED AS TO FORM FOR THE CITY OF MCALLEN:

_____
Kevin Pagan, City Attorney

HIDALGO COUNTY

_____
Hon. Ramon Garcia
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

Atlas, Hall, & Rodriguez, LLP

By: _____
Stephen L. Crain

DEVELOPER:
RHODES ENTERPRISES, INC.

_____
Mike Rhodes
President

REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS
(Tres Lagos Development Project)

_____
Mike Rhodes
Presiding Officer

TRES LAGOS PUBLIC IMPROVEMENT DISTRICT, CITY OF MCALLEN

_____
Mike Rhodes
President

Exhibit A

Original Project and Finance Plan

Exhibit B

City of McAllen Ordinance No. 2014-75 passed and approved by the City Commission on December 22, 2014

Exhibit C

Development Agreement, as amended

Exhibit D

Amended and Supplemental Project and Finance Plan
approved by the ZONE BOARD on November 18, 2015
and by the City Commission of the CITY on December 14, 2015

EXHIBIT E

Map and description of +/- 100 acre tract within the Project,
which is to be conveyed from DEVELOPER to CITY for the Supplemental Project

Exhibit F

Map and description of two tracts located east of the Project, which are to be conveyed by CITY to DEVELOPER

CITY OF MCALLEN, TEXAS

Tres Lagos
Tax Increment Reinvestment Zone Number One
Project and Finance Plan

Participation Levels:
City of McAllen (80%) & Hidalgo County (77%)

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EXECUTIVE SUMMARY

Overview of Plan

Tax Increment Reinvestment Zone Number One, City of McAllen, Texas, (the "Zone" or the "TIRZ") represents an important opportunity for the future of the City of McAllen (the "City"). It will promote and encourage construction of approximately 2,571 acres of mixed use development including single-family, multi-family, retail, office and commercial development (the "Project"), and the creation of more than eight thousand new jobs.

Creation of the TIRZ and implementation of the Project will:

(1) Increase the population and tax base of the area;

(2) Remove low valued vacant land from the tax rolls and replace it with higher value development;

(3) Include creation of a public improvement district pursuant to Chapter 372 of the Texas Local Government Code ("PID") as a mechanism to ensure that the development, rather than the existing City taxpayers, pay for the upkeep and maintenance of some of the public roads and infrastructure in the development; and

(4) Start a new model for development in the area that is more sensitive to the environment (i.e., recycled water, green spaces, curving design, etc.) and is more sustainable (higher employment base, superior technology, enhanced security, etc.).

This tract of land has remained vacant and undeveloped because either (1) the costs associated with developing the land in the preferred manner prohibited the efficient use of the property, or (2) the property was unavailable for development when development should have occurred and current development costs for the desired development are uneconomical. Creation of the TIRZ will allow for construction of infrastructure and other improvements including single-family subdivisions, multi-family projects, commercial projects, retail developments and thousands of new jobs and related economic development that will cause public benefits that would otherwise be very difficult, if not impossible, to obtain due to costs that include off-site utility extensions, on-site and off-site utility plant expansions, on-site street and utility extensions, drainage improvements, community Wi-Fi, surveillance cameras, Fiber-to-the-Home infrastructure and significant park and recreational installations.

The Zone is located at the southwest corner of Ware Road and Monte Christo Road (the "Property"). Please see **Exhibit 1** for a location map of the Property. This Project and Finance Plan will be implemented through the execution of a Development Agreement between the City of McAllen, the Board of Directors of the Zone, and Rhodes Enterprises Inc., its successors and assigns, (acting as the "Developer"), which sets forth the rights and obligations of the parties to assure successful completion of the proposed Project. Unless otherwise defined herein, all defined terms in this Project and Finance Plan shall have the meanings set forth in the Development Agreement.

Anticipated Benefits of Development

The projected benefits of the Zone are as follows:

- The original plan for the Property was to develop a rural subdivision with lots ranging from 1 acre to 10 acres, with the entire development remaining in the County. However, the proposed mixed use development has greater density, supports retail, multifamily, office and institutional uses, creates additional employment and will generate a superior tax base.

- The entire 2,571 acres are currently located in the city limits of the City and within Hidalgo County, Texas. The Property was annexed through a Developer petition conditioned on (1) the City approving participation in the TIRZ in an amount equal to 80% of the revenue generated from the CITY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE, and the remaining 20% being retained by the City, and (2) Hidalgo County approving participation in the ZONE by contributing to the Tax Increment Fund an amount equal to 77% of the revenue generated from the COUNTY M&O Tax Rate (as defined in the Interlocal Agreement) as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE, and the remaining 23% being retained by the County, during the term of the Zone.

- Over 125 acres of parkland that will be developed and dedicated to the City for public use.

- The Developer will dedicate drainage right-of-way that will improve drainage issues for the community upstream and downstream of the Zone with an estimated value of $6,000,000.00.

- Recycled water will be used to water the green spaces providing enhanced water conservation.

- The Tres Lagos development will be the first in the region to provide Fiber-to-the-Home (FTTH) for high-speed internet access (up to 1 Gbps).

- Enhance and increase the population within the area, and the economy of the overall general area.

- Provide for pedestrian safety and access through walking trails and street light construction.

- Provide for public use sites and assist in funding emergency access networks.

- Enhance the quality of life within the development and surrounding areas through parks landscaping and increased recreational opportunities.

- Create a sustainable housing initiative for the benefit of landowners inside and outside of the Zone through encouraging green build and ENERGY STAR construction of homes and buildings.

- Generate significant revenue in the form of ad valorem tax, utility fees, property tax, et al, and help extend utility (water, sewer, recycled water, cable, and data) service to adjoining tracts and other areas for future development.

- Add over +/- $2,600,000,000.00 to the tax base of the City and County over the life of the Zone.*[1]

- Require only the taxes from within the Zone, and not existing taxpayers in the City or the County, to pay all the costs of the installation of all utilities required for the Project.

- Create a new and replicable standard for better and more sustainable development within the City that encourages new development to pay for itself in a greater amount and does not place the burden unfairly on the City's current budget or on the current and existing taxpayers.

The TIRZ Concept

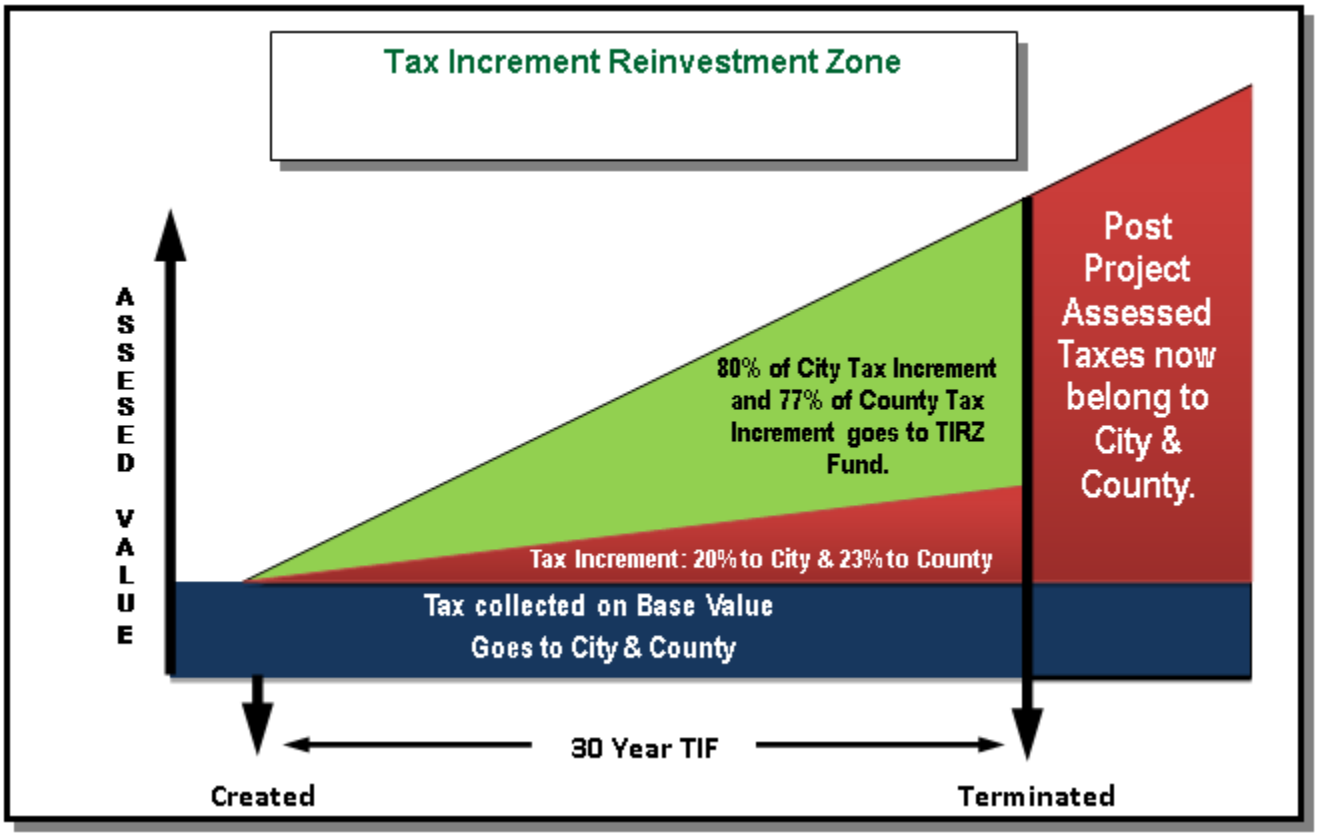
A TIRZ or Tax Increment Reinvestment Zone is a financing tool authorized by the State of Texas Legislature in Chapter 311 of the Texas Tax Code. The purpose of the statute is to allow cities and counties to provide an incentive to develop areas that lack the infrastructure or have other impairments to desirable growth and development.

When a zone is created, the "base value" of the area is frozen for tax purposes. The existing taxing entities continue to receive tax revenues as before. However the increased tax revenue ("the increment") generated by new development within the zone will be used to reimburse costs related to public improvements within the zone as well as other related allowable expenses. The zone will have a life equal to a predetermined number of years. Upon reaching that date, or upon all costs having been reimbursed, whichever comes first, the zone will terminate. Upon termination, the increased tax revenue belongs to the respective taxing entities. The investment in public infrastructure and public amenities will cause the tax revenue received by the City and County to be much greater both during the TIRZ and afterwards than would have been received without the TIRZ. Comparison charts below illustrate the level of tax revenue and public benefit received through the TIRZ Project and Finance Plan compared to ordinary non-TIRZ development.

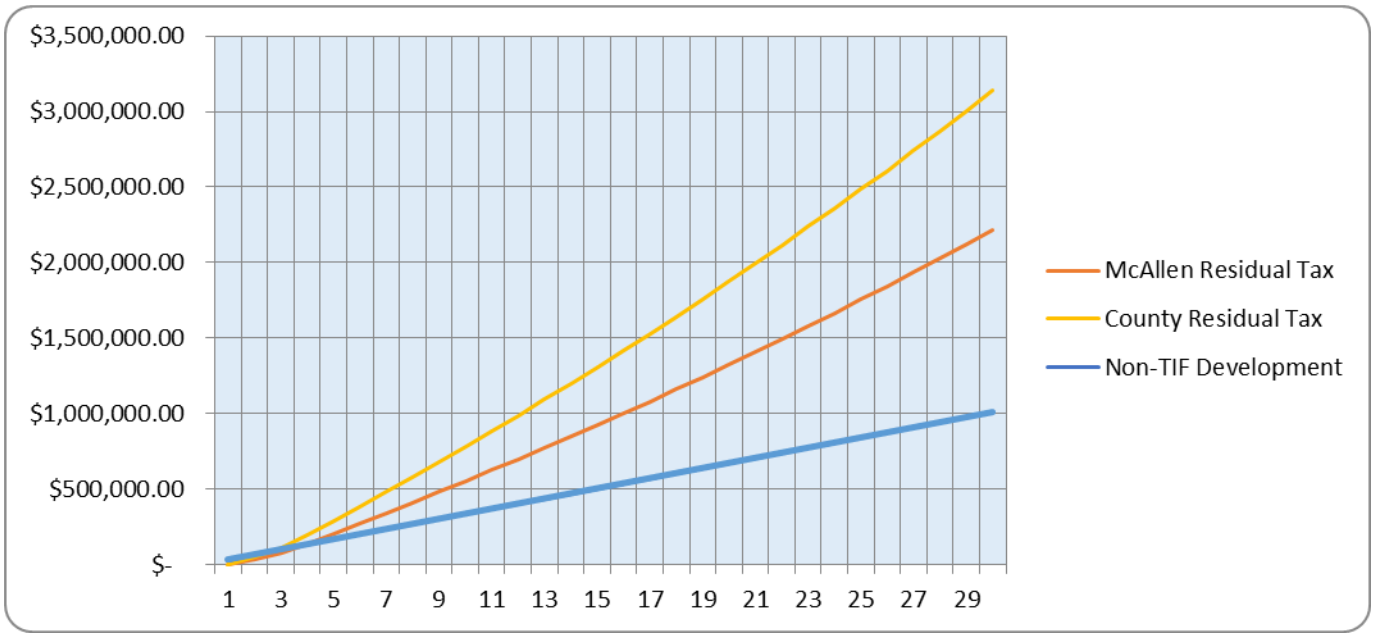
[Charts on Following Page]

*[1] $2,569,780,976 in vertical improvements plus $232,396,315 in infrastructure over the term of the Project.

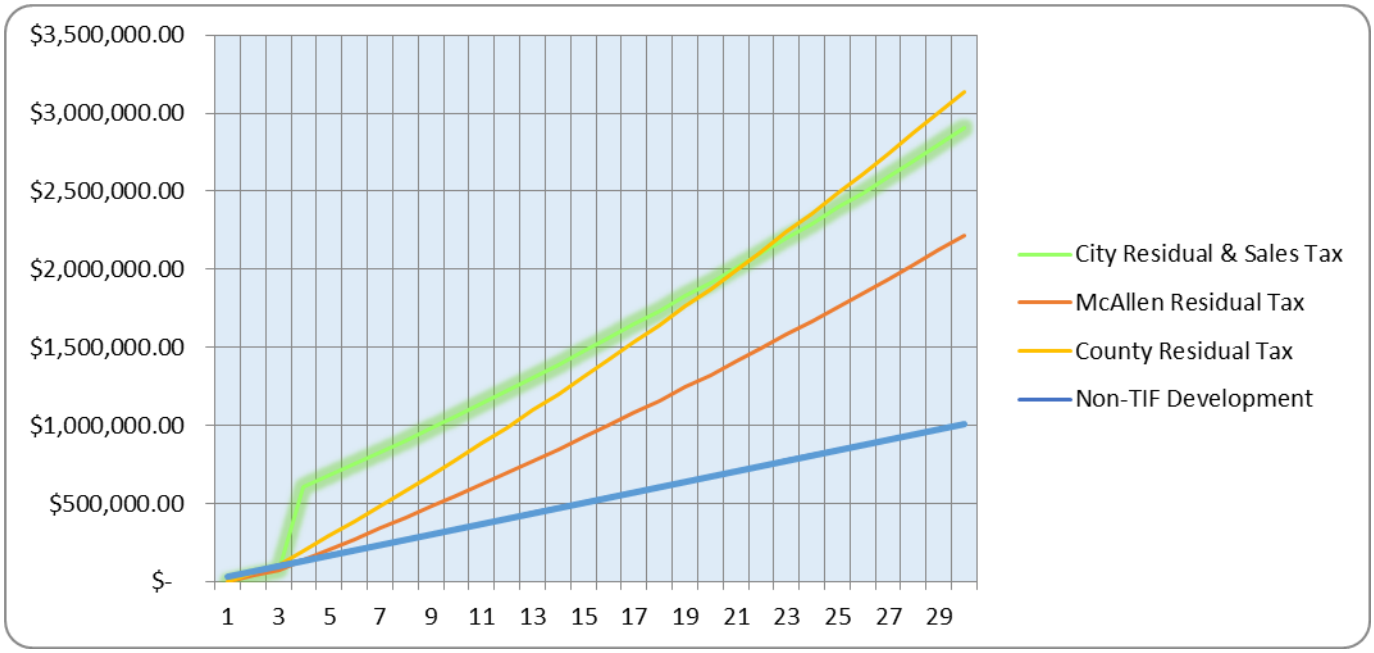
TIRZ ASSESSED VALUE (AV) OVER PROJECT LIFE



INCOME COMPARISON BETWEEN EXISTING DEVELOPMENT METHOD AND "NEW TIRZ METHOD"



INCOME COMPARISON BETWEEN EXISTING DEVELOPMENT METHOD AND "NEW TIRZ METHOD" continued



PROJECT PLAN

The Reinvestment Zone Number One, City of McAllen, Texas Project and Finance Plan provide a long-term method to increase economic vitality, tax base, and population within the Zone.

The economics of attracting market rate housing, new businesses, retail establishments, commercial uses and new employment opportunities will be greatly enhanced utilizing the TIRZ to finance public infrastructure improvements and economic development initiatives.

The following specific objectives set the framework for the planned public improvements within the Zone:

- Complete infrastructure to support +/-2,571 acres of mixed use development with an estimated developed tax base value of over $2,500,000,000.00.

- Fund reimbursement of construction of primary public streets and public utility work to create access for future planned high technology and secure mixed use developments.

- Provide attractive, safe pedestrian environments through landscaping, lighting and construction of public walkways in the single-family areas and open space areas of the development.

- Construct wastewater collection, recycled water mains and storage and reuse facilities to enhance and encourage environmentally sensitive and water conscious regional development.

- Make utilities (sewer, water, recycled water, cable, and fiber optic) available to adjoining properties in the City and County for future growth.

- Relieve the City and County of some of the maintenance costs of the community by establishing a PID, which will also establish a model community that incorporates availability of gigabit speed internet access to every home and business in the community; community high-speed Wi-Fi access; community security, data, video and surveillance services; interconnected linear hike and bike and park systems, and unique subdivision designs to create a secure and sustainable living and working environment.

- Create, and prove the feasibility of a new model of 'smart growth' development for the City and County which is socially and financially sustainable, environmentally sensitive, and which conserves water and has a lower carbon footprint.

Planned Private Development and Investment

The total private development investment stimulated by creation of the Zone is forecasted to be $2,569,780,976.14 in the form of vertical construction of homes, apartments, office buildings, retail buildings and commercial uses.

Public Infrastructure Improvements

The Public Infrastructure Improvements (hereinafter may be referred to as "Public Improvements") which will be completed pursuant to the Project and Finance Plan are detailed in **Exhibits 4 through 9** of this Project and Finance Plan, and the amount of public investment for reimbursement of the Public Improvements totals $258,540,901.00. If the interest cap is reached no additional interest payments may be made.

Public Infrastructure Improvements and Related Eligible Expenses

The Public Infrastructure Improvements to be constructed and financed pursuant to the Project and Finance Plan and related capital costs include, but are not limited to, reimbursements associated with the following internal and external project costs for infrastructure to be constructed and dedicated to a Public Entity: Mile 9 Russell Rd. improvements, Shary & Bryan Road improvements, Glasscock/Stewart/Mayberry Road improvements, public parks, together with all site work, internal streets and drainage, onsite and offsite water and sewer and recycled water infrastructure, sidewalks, fiber optic dedicated to the City, PID, or other Public Entity, communication, Wi-Fi and surveillance infrastructure dedicated to the PID, as well as all other related infrastructure, soft project costs, and costs of creation as shown **Exhibit 5 and Exhibit 9**. The capital cost is estimated to be $232,396,315.00 of the full eligible build-out amount plus interest on such amount until reimbursed.

[Remainder of Page Intentionally Left Blank-Project Plan and Finance Plan Continue on Next Page]

Existing and Proposed Uses

The existing uses in the area in which the Zone is located consist of open undeveloped or underdeveloped land and farming operations.

The proposed uses in the Zone are those uses set forth in **Exhibit 2** which have been master-planned and organized in phases to provide the maximum value enhancement and benefits to the Zone, the City and the surrounding community.

Description of Zone

The Zone will be located in the northwest sector of the City of McAllen ETJ. The exact location and legal description of the Zone are identified in the survey and field notes attached as **Exhibit 1**.

Project Feasibility

The feasibility of the Project has been analyzed by an independent economist and the Developer. The results of this analysis establish that the Project is both economically feasible and is within market absorption capabilities. According to national employment creation statistics by type and square footage of development, it is estimated that the Project could create in excess of 8,000 new jobs, and over $200,000,000.00 in annual payroll within the McAllen area, which will provide tremendous benefits to the municipality in the form of increased economic stimulus, ad valorem, and sales tax revenues.

Based on the above economic factors, creation of the Zone and approval of the Project and Finance Plan is in the best interest of the City and is in furtherance of its municipal and governmental purposes.

FINANCE PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for counties and cities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. The Act also allows the Zone to participate in the funding of improvements outside the Zone if the improvements benefit the Zone. At the time an area is designated a reinvestment zone for tax increment financing, the existing total of appraised value of real property in the zone is identified and designated as the Tax Increment Base. The Zone will not receive any sales tax revenue collected by the City of County.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise, and there will be an increase in sales tax revenue as well. This rise in new ad valorem value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the frozen value and the new higher value, or the Tax Increment, are then deposited into a TIF Fund, which is used to reimburse or pay for the approved improvements. Once the public improvements are completed and reimbursed, the TIF and Zone are dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In addition the TIF will be dissolved if the Developer is in Default and does not cure the Default, or if the reimbursements for Public Infrastructure Improvements are paid earlier than

anticipated. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from reassessing property value or changing their tax rate as allowed by State law during the life of the Zone.

Financing Plan Overview

The Tax Increment Base is $1,064,613.00 (hereinafter also referred to "Base Value"). The City has agreed to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 80% of the revenue generated from the CITY M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE. In no event shall the CITY contribution to the Tax Increment Fund be greater than $120,990,149.00 over the life of the ZONE beginning with the 2014 tax year. The County has indicated that it will participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 77% of the revenue generated from the COUNTY M&O Tax Rate (as defined in the Interlocal Agreement) as assessed and collected on the Captured Appraised Value for each respective tax year during the term of the ZONE. In no event shall the COUNTY contribution to the Tax Increment Fund be greater than $143,318,484.00 over the life of the ZONE beginning with the 2014 tax year.

The Zone provides funding for approximately +/-$258,940,901.00 of planned Public Infrastructure Improvements which are eligible for reimbursement, including interest, and Administrative Costs paid to the City and County for administering the Zone. In addition, this Project and Finance Plan authorizes reimbursement of the Pre-TIRZ Administrative Costs to the City in an amount not to exceed $70,000.00, with said amount to be paid from the contingency or surplus funds as shown on the Sources & Uses Table set forth on **Exhibit 5**. The Finance Plan indicates that the Zone will yield adequate revenues to provide for incremental financing of the Project as indicated in **Exhibits 4 through 9**. The total projected revenue of the Zone is $264,308,634.00.

Financing Method: Initial financing is being accomplished through equity invested by the Developer through private investments and conventional land development bank loans, the issuance of Tax Increment Bonds (hereinafter also referred to as "Bonds") when available, as well as other funding sources. No taxing jurisdiction is guaranteeing the repayment of these loans; they remain the obligation of the Developer. In the event Bonds are issued they will not become obligations of the City or County. When Bonds are issued by the City, only the pledged Available Tax Increment can be looked to for repayment of those obligations. Other Public Infrastructure Improvements included in the Project and Finance Plan will be funded through similar financing sources and reimbursed to the Developer, as Available Tax Increment is available. Bonds are projected to be issued for the Project with the assistance of the City upon the completion of 900 homes which are built and assessed in the Project. If Bonds are issued, the Available Tax Increment from the Zone will serve as the **only** repayment source for the Bonds.

Priority of Payment: The City and the Board shall disburse funds from the Tax Increment Fund (or Bond revenues) to pay expenditures in the following order or priority of payment:

1. FIRST, to reimburse the City for reasonable Pre-TIRZ Administrative Costs approved by the Zone;

2. SECOND, payment of Administrative Costs to the City and County pursuant to the Interlocal Agreement;

3. THIRD, to reimburse the City for the City Project Costs, plus interest, as provided in the Project and Finance Plan, for the City Public Improvements;

4. FOURTH, to pay the debt service on any Tax Increment Bonds issued by the Zone/City which are due and payable in whole or in part from the Available Tax Increment provided they are used to pay costs as set forth in the Project and Finance Plan;

5. FIFTH, to reimburse Developer or City for Project Costs, plus Interest, as provided for in the Project and Finance Plan incurred by the City or Developer, for Public Infrastructure Improvements constructed by either on a first in, first out basis; and

6. SIXTH, to reimburse or pay the cost of any project or improvement that was not included in the original Project and Finance Plan, but was later added as a subsequent project with approval of the ZONE and the CITY.

The foregoing, notwithstanding, no funds will be paid from the Tax Increment Fund to the City or County for its financial and legal services in any dispute arising under the Development Agreement with another participating taxing entity.

Capital Costs: The total capital costs to be incurred for Public Infrastructure Improvements total $232,396,315.00. The Developer's portion of this amount is estimated to be $230,696,315.00, the City's portion of this amount, the City Public Improvements, to be incurred for off-site improvements (extension of fiber optic strands and conduits to the Zone, extension of sewer mains to the Zone, the extension of recycled water trunk mains to the Zone, and the construction of a new fire station to serve the Zone and other areas) are estimated to be $4,050,000.00. The City and County have negotiated a maximum reimbursement to the Developer. It is projected that neither the City nor the Developer will receive any payments until fiscal year 2016. The earliest projected payoff of the capital cost would occur in fiscal year 2044 and includes an estimated reimbursement of the Developer contribution of $230,696,315.00 out of the Project Costs totaling $258,540,901.00.

TIRZ Collections: The TIRZ collections for this project shall not extend beyond December 31, 2045 and may be terminated earlier once each taxing entity has deposited its respective maximum dollar contribution amount described in the table below. Some taxing entities may reach their maximum dollar contribution prior to others and/or prior to the end of the TIRZ; the term of the TIRZ will continue through December 31, 2045 or will terminate once all taxing entities have deposited their maximum dollar contribution, and all obligations of the Zone have been satisfied pursuant to Section 311.017 of the Texas Tax Code.

TABLE-Maximum TIRZ Contribution		
Participating Taxing Entities	**Maximum Dollar Contribution**	**Maximum Length of Contribution**
City of McAllen, Texas	$120,990,149.00	December 31, 2045
Hidalgo County	$143,318,484.00	December 31, 2045
Maximum Contribution Amount	$264,308,634.00	

Developer's Risk**:** All financing, development costs, construction costs, improvements, damages, or other costs incurred by the Developer with respect to this project are at the sole risk of the Developer. Neither the City nor County shall incur any risk of loss whatsoever associated with the development, construction, completion, or failure of the Project, if such loss is due to Developer. In the event that the Project fails, is abandoned by the Developer, or for any reason is not completed, the City shall have the right to terminate the TIRZ and any funds remaining in the TIRZ account after payment of approved reimbursements shall be distributed to the City and County on a pro-rata basis in accordance with each entity's participation level.

Limited Obligation of the City and County: Except for the financial obligation of the City to construct the City Public Improvements the City and County obligations shall be limited to the City imposing and collecting taxes and the County imposing taxes, and both the City and the County depositing such tax receipts into the Tax Increment Fund during the term of the TIRZ for so long as the Project is viable, the Developer is not in Default, and eligible project costs and capital costs (and interest thereon) incurred by the Developer have not been fully paid. The TIRZ collections for this Project shall not extend beyond 30 years or past the collection of taxes assessed for the year 2044 (and collected in 2045), and may be terminated prior to December 31, 2044 upon payment of the total amount of reimbursement for Project Costs to the Developer as provided in the Development Agreement, or for Default by the Developer as set forth in the Development Agreement, or as allowed by Section 311.017 of the Texas Tax Code.

Any costs incurred by the Developer are not, and shall not in any event become, general obligations or debt of the City or County. The Project Costs incurred by the Developer shall be paid solely by the TIRZ revenues contributed to the Zone and shall never constitute a debt, indebtedness, or a pledge of the faith and credit or taxing power of the State, the City, County, or any political corporation, subdivision, or agency of the State of Texas, other than the TIRZ, which is funded solely by the pledged Tax Increment of the City and County.

Financing Policy: This Project and Finance Plan limits the amount of City and County Available Tax Increment (80% of the CITY M&O Tax Rate and 77% of the County M&O Tax Rate) paid to finance repayment of the City and Developer expenditures for reimbursable public improvements.

Short Term Financing: The short term financing for the Project will be paid through initial capital investment and conventional development loans provided by the Developer for Public Infrastructure Improvements installed by the Developer. The City will fund the initial cost of the City Public Improvements ($4,050,000.00) through advancing City budgeted funds. The Project costs advanced by the Developer and City for construction of their respective public improvements will be reimbursed according to the approved priority of payment as TIF Funds become available in the balance of the Tax Increment Fund.

Long Term Financing/Bonds: To minimize the cost of interest incurred by the Project, the Zone will recommend the issuance of, and the City will issue (contingent upon City Commission approval), Tax Increment Bonds when 900 homes have been completed within the Zone and are being assessed ad valorem taxes. It is projected that the Tax Increment Bonds will be issued in the fourth year of the Project and Finance Plan (2018). The amount of the issuance will be the maximum amount as is reasonably and prudently determined by the City and its financial advisers that can be debt-serviced and underwritten at reasonably acceptable interest rates at the time of issuance based upon the amount of the pledged tax

increment that is being generated within the Zone according to the City's debt issuance policies and State of Texas public finance requirements.

Financial Assumptions

The Finance Plan is based upon conservative assumptions. Accordingly, the Finance Plan assumes that there will be no tax rate changes during the project term, and assumes an increase in assessed values of existing tax base of only 1.015% per year rather than the actual average appreciation rate which is historically in excess of 3% per year.

The Finance Plan also assumes that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. Build-out rates of tax base within the Finance Plan are based on conservative rates of absorption established from historical market data collected from the Rio Grande Valley demographics.

Financial Feasibility

Based on the private development plans, public improvement program, budgets and general financing strategy, financial assumptions, and the feasibility study prepared by H.E. Skip Preble, MAI, CCIM, of Boerne, Texas, and as required by Section 311.011(c)(3) of the Texas Tax Code, the City of McAllen City Commission finds that the Finance and Project Plan is economically feasible.

Financial and Governance Policies

Pursuant to Chapter 311 of the Texas Tax Code, the Zone will be governed by a nine-member Board of Directors appointed by the City Commission, the Board of Directors of the ZONE (hereinafter also referred to as the "TIRZ Board"). The TIRZ Board members shall include: a City designee, a County designee, and five other initial members all of whom must be the owners of real property within the Zone, or an agent or employee of an owner of real property in the Zone; the other two board members shall be the State Senator and State Representative representing the districts in which the Zone is located. The chairperson of the TIRZ Board will be designated by the City Commission.

The TIRZ Board will operate pursuant to Robert's Rules of Order and will adopt rules governing the management of the TIRZ. These rules are designed to ensure conformity with all Texas Tax Code rules and regulations, including but not limited to the requirement that all Public Infrastructure Improvements are publically bid and that all meetings are held in compliance with the Texas Open Meetings Act. The TIRZ Board may make non-Material Changes within the Project and Finance Plan, provided that said changes do not violate the competitive bidding requirements for public infrastructure improvements as required by Texas law. Additional guidelines and requirements for carrying out the Project and additional rights and obligations of the City, County, and Developer are contained in the City ordinances creating the Zone, approving the Finance Plan and Project Plan, as well as in the Development Agreement and the Interlocal Agreement related to the Project.

Compliance: The Developer shall comply with all applicable federal, state and local laws, rules and regulations, including all those relating to the construction of public improvements.

Reporting: The Developer shall submit a project status report and financial report on a semi-annual basis to the City.

Inspection: The Developer shall allow the City, County and/or the Board of Directors for the ZONE reasonable access to the Project site or sites for inspections during and upon completion of construction upon reasonable notice.

The TIRZ Board may from time-to-time recommend amendments to these financial policies to the City which, if adopted by the City, may affect the operation of the Zone.

Conclusions

Based upon a set of conservative assumptions and an analysis of the Zone Project and Finance Plan, the TIRZ Board and the Commission of the City of McAllen has concluded that the TIRZ Project and Finance Plan is economically feasible in compliance with Chapter 311 of the Texas Tax Code.

The success of the Project within the Zone will encourage other large planned mixed-use developments with higher values. The new residential population base: will support an expanding retail base, will supplement the existing job market by adding over 8,000 new jobs, and will attract additional private development into the Zone and surrounding area. In addition, the Zone will serve to stabilize and enhance future property values in the City of McAllen and Hidalgo County, and will serve the municipal and governmental purpose of protecting the public safety and welfare.

[Remainder of Page Intentionally Left Blank-Project Plan and Finance Plan Continue on Next Page]

APPENDIX & EXHIBITS
TIRZ REQUIREMENTS

Section 311 of the Texas Tax Code (Tax Increment Financing Act) specifies that TIRZ Project and Finance Plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the Project and Finance Plan. All of the exhibits identified below in this Appendix are incorporated into the Project and Finance Plan of the Zone as if fully set forth herein, and are made a part hereof for all purposes:

Project Plan

1. Survey and Field Notes of Property	Exhibit 1
2. Map of proposed improvements and uses- Tres Lagos Master Plan	Exhibit 2A
Map of existing uses and conditions	Exhibit 2B
3. Proposed changes of zoning ordinances, waivers and exceptions to subdivision rules and regulations	Exhibit 3
4. Estimated non-project costs	None claimed
5. Relocation plan for current residents	Not Applicable (no current residents)

Finance Plan

1. Summary	Exhibit 4
2. Detailed estimate of Project Costs including Administrative Costs	Exhibit 5 & Exhibit 7
3. Proposed Public Improvements (location, kind, number)	Exhibit 5 & Exhibit 9
4. Finding that Plan is economically feasible/economic feasibility study	Pages 8 & 12
4. Project timeline	Exhibit 4 & Exhibit 8
5. Estimated amount of bonded indebtedness	Exhibit 6 & Page 12
6. Time when costs/obligations will be incurred	Exhibit 5 & Pages 11 & 12
7. Methods of financing, sources of revenue	Exhibit 6 & Pages 9, 11 & 12
8. Current total appraised value	Exhibit 4
9. Estimated captured appraised value	Exhibit 6 & Exhibit 7
10. Duration of Zone	Exhibit 4

Exhibit 1
Field Notes of Property & Survey

Tract 1: A tract of land containing 2561.402 acres situated in the County of Hidalgo, Texas, being 2571.402 acres comprised of 1.) 18.865 acres being a part or portion of LOT 54-7, OUT OF THE AMENDED MAP OF LOTS 53-6, 54-6, 55-6, 56-6, 57-6, 58-6, 59-6, 53-7, 54-7, 55-7, 56-7, 57-7, 58-7, 59-7, 53-8 & 53-9, WEST ADDITION TO SHARYLAND SUBDIVISION, according to the plat thereof recorded in Volume 6, Page 42, Hidalgo County Map Records, 2.) ALL OF SECTION 223, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 8, Page 54, Hidalgo County Map Records; 3.) ALL OF SECTION 224,TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 411, Page 149-150, Hidalgo County Deed Records; 4.) a part or portion of SECTION 227, TEXASMEXICAN RAILWAY CO. SURVEY; 5.) a part or portion of SECTION 230, TEXAS-MEXICAN RAILWAY CO. SURVEY; 6.) a part or portion of SECTION 232, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the patent issued by the State of Texas, to W. S. Daugherty recorded in Volume 4, Page 142-143, Hidalgo County Deed Records, SAVE AND EXCEPT 10.00 acres conveyed to Hidalgo County Irrigation District No. 7 by virtue of a Warranty Deed recorded in Volume 622, Page 638, Hidalgo County Deed Records, said 2571.402 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of Section 232 Texas –Mexican Railway Co. Survey located on the city limits of the City of McAllen for the Northeast corner of this tract;

1. THENCE, in a Southwesterly direction along the East Lot line of Lot 232 and the city limits of the City of McAllen to the Southeast corner of said lot for the Northernmost Southeast corner of this tract;

2. THENCE, N 80° 23' 30" W along the South line of said Section 232, the North line of Lots 35-68, Section 229, Tex-Mex as per plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, and within Mile 9 Road right-of-way, a distance of 5175.14 feet to an iron pipe found for the Southwest corner of said Section 232, and the Northeast corner of Section 230 for an inside corner of this tract;

3. THENCE, S 09° 05' 05" W along the East line of said Section 230, and the West line of Section 229, as per said plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, at a distance of 2519.05 feet pass an iron pipe found in line, and now continuing along the West line of Section 229, Tex-Mex, as per plat thereof recorded in Volume 12, Page 22, Hidalgo County Map Records, and continuing a total distance of 3295.30 to an outside corner of this tract;

4. THENCE, N 80° 48' 32" W a distance of 251.52 feet (250.00 feet) to an iron rod set for an inside corner of this tract;

5. THENCE, S 08° 44' 55" W, at a distance of 20.00 pass an iron pipe found in line, and continuing a total distance of 250.00 feet to an iron pipe found for an outside corner of this tract;

6. THENCE, N 80° 55' 38" W a distance of 2503.36 feet (2503.2 feet) to an iron pipe found for an inside corner of this tract;

7. THENCE, S 09° 02' 13" W at a distance of 1611.44 feet pass the North right-of-way line of Mile 8 Road, and continuing a total distance of 1631.44 feet to the Southernmost Southeast corner of this tract;

8. THENCE, N 80° 48' 07" W along the South line of said Section 230, and within said Mile 8 Road right-of-way, a distance of 627.20 feet to an iron rod found for the centerline of Glasscock Road, and for an angle point of this tract;

9. THENCE, N 80° 47' 57" W along the South line of said Section 230, said Section 223, and within said Mile 8 Road right-of-way, a distance of 2644.96 feet to a concrete monument found for the centerline of Stewart Road, and for an angle point of this tract;

10. THENCE, N 81° 10' 51" W along the South line of said Section 223, and within said Mile 8 Road right-of-way, at a distance of 2658.21 feet pass an iron rod found in line and for the center line of Bryan Road, and continuing a total distance of 4164.66 feet to the Southwest corner of said Section 223, and for the Southernmost Southwest corner of this tract;

11. THENCE, N 08° 59' 01" E along the West line of said Section 223, a distance of 1554.21 feet to an iron rod set for an inside corner of this tract;

12. THENCE, N 81° 02' 31" W along the South line of said Section 223, and said Section 224, at a distance of 1161.82 feet pass an iron rod found in line, at a distance of 2462.04 feet pass an iron rod found in line, and continuing a total distance of 2915.12 feet to an iron pipe found for the Southwest corner of said Section 224 and to a point on the East line of said Lot 54-7, for an inside corner of this tract;

13. THENCE, S 08° 59' 01" W along the East line of said Lot 54-7, a distance of 110.00 feet to the Southeast corner of said Lot 54-7, for an outside corner of this tract;

14. THENCE, N 81° 17' 16" W along the South line of said Lot 54-7, at a distance of 761.50 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 791.50 feet to the Southwest corner of said Lot 54-7, for the Northernmost Southwest corner of this tract;

15. THENCE, N 08° 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 280.00 feet to an outside corner of this tract;

16. THENCE, S 81° 17' 16" E at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing along the South line of The Frass Subdivision (Vol.25, Pg.134-A H.C.M.R.), for a total distance of 205.00 feet to a No.4 rebar set at the Southeast corner of said The Frass Subdivision, for an inside corner of this tract;

17. THENCE, N 08° 42' 46" E along the East line of said The Frass Subdivision, a distance of 125.00 feet to a No.4 rebar set at the Northeast corner of said The Frass Subdivision, for an inside corner of this tract;

18. THENCE, N 81° 17'16" W along the North line of said The Frass Subdivision, at a distance of 175.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 205.00 feet to an outside corner of this tract;

19. THENCE, N 08° 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 692.13 feet to the Southernmost Northwest corner of this tract;

20. THENCE, S 81° 17' 16" E along the South line of a certain 3.82-acre tract, at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 746.69 feet to a No.4 rebar set for an outside corner of this tract;

21. THENCE, S 08° 59' 01" W along the West line of a tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7 (now United Irrigation District) by virtue of a Deed recorded in Vol.519, Pg.65, Hidalgo County Deed Records, a distance of 477.14 feet to a No.4 rebar set for an inside corner of this tract;

22. THENCE, S 81° 17' 16" E along the South line of said tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7, a distance of 50.00 feet to a No.4 rebar set for an inside corner of this tract;

23. THENCE, N 08° 59' 01" E along the West line of said Section 224, a distance of 2284.35 feet to an iron pipe found for the Northwest corner of said Section 224, and for an outside corner of this tract;

24. THENCE, S 81° 02' 31" E along the North line of said Section 224, a distance of 2554.12 feet to an iron rod set for the Northeast corner of said Section 224, and for an inside corner of this tract;

25. THENCE, N 08° 59' 01" E along the West line of said Section 223, a distance of 854.95 feet to an iron pipe found for the Northwest corner of said Section 223, and for an outside corner of this tract;

26. THENCE, S 80° 46' 58" E along the North line of said Section 223, a distance of 3177.65 feet to an iron pipe found for an angle point of this tract;

27. THENCE, S 80° 45' 29" E along the North line of said Section 223, a distance of 2102.46 feet to an iron pipe found for the Northeast corner of said Section 223, and for an inside corner of this tract;

28. THENCE, N 09° 03' 26" E along the West line of said Section 227, at a distance of 3795.04 feet pass an iron pipe found in line, and continuing a distance of 5216.19 feet to an iron pipe found for the South right-of-way line of Monte Cristo Road (F.M. 1925) and a distance of 5,256.19 feet to the Northwest corner of Section 227 and the Northernmost Northwest corner of this tract;

29. THENCE, in a Southeasterly direction along the North lot line of Section 227 and 232 to the Northeast corner of Section 232 to the POINT OF BEGINNING, and containing 2571.402 acres, SAVE AND EXCEPT the above mentioned 10.00 acres conveyed to Hidalgo County Irrigation District No. 7, leaving 2,561.402 acres of land, more or less, as shown in Exhibit A.

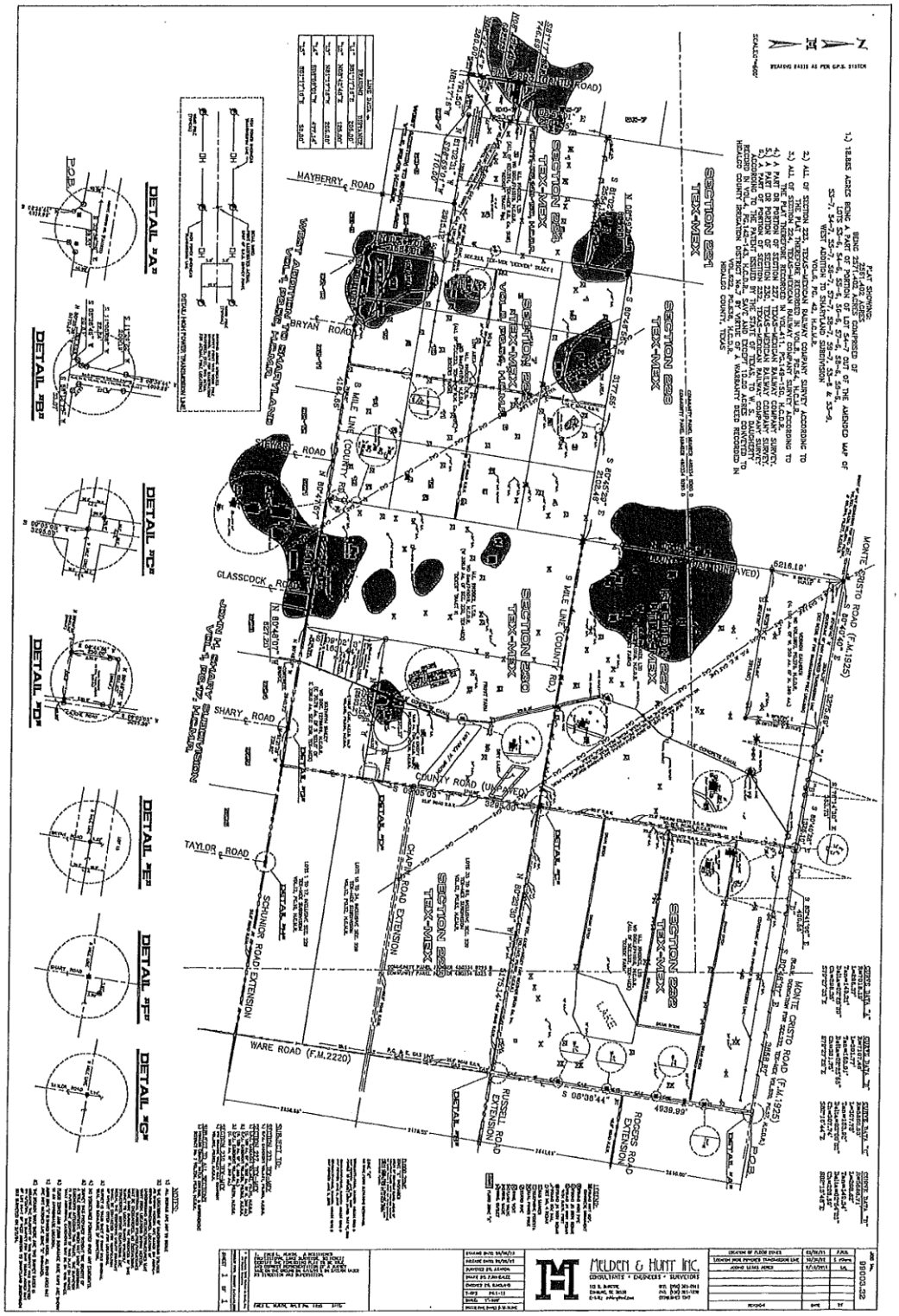
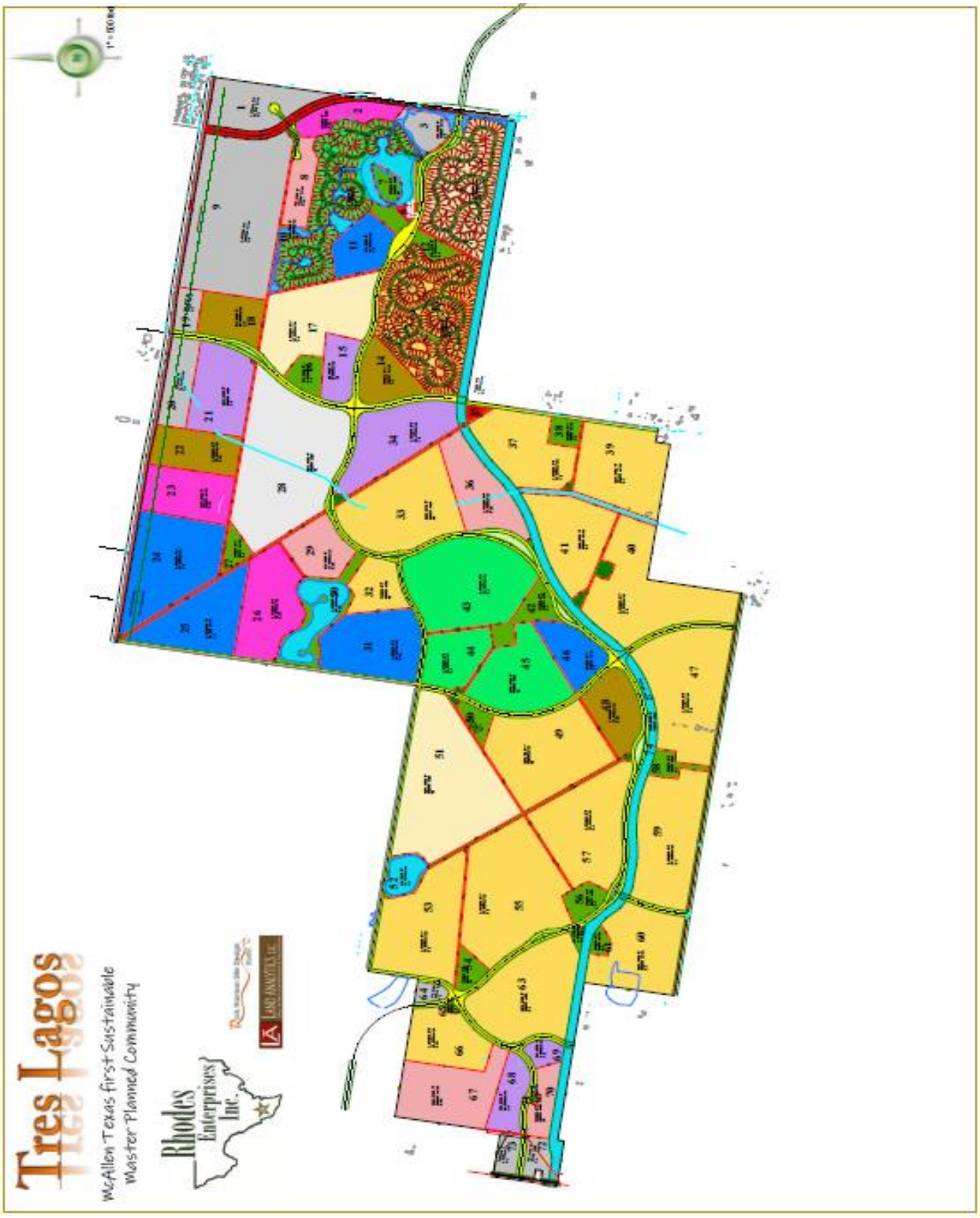

MAYBERRY ROAD
BRYAN ROAD
STEWART ROAD
GLASSCOCK ROAD
SHARY ROAD
TAYLOR ROAD
WARE ROAD (F.M.2220)
MONTE CRISTO ROAD (F.M.1925)
COUNTY ROAD (UNPAVED)
CHAPA ROAD EXTENSION
SCHUNIOR ROAD EXTENSION
RUSSELL ROAD EXTENSION
ROGERS ROAD EXTENSION
SECTION 224 TEX-MEX
SECTION 225 TEX-MEX
SECTION 226 TEX-MEX
SECTION 227 TEX-MEX
SECTION 228 TEX-MEX
SECTION 229 TEX-MEX
SECTION 230 TEX-MEX
SECTION 231 TEX-MEX
LAKE
DETAIL "A"
DETAIL "B"
DETAIL "C"
DETAIL "D"
DETAIL "E"
DETAIL "F"
DETAIL "G"
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

Exhibit A

Exhibit 2
A. Map of Proposed Improvements and Uses



B. Map of Existing Uses and Conditions

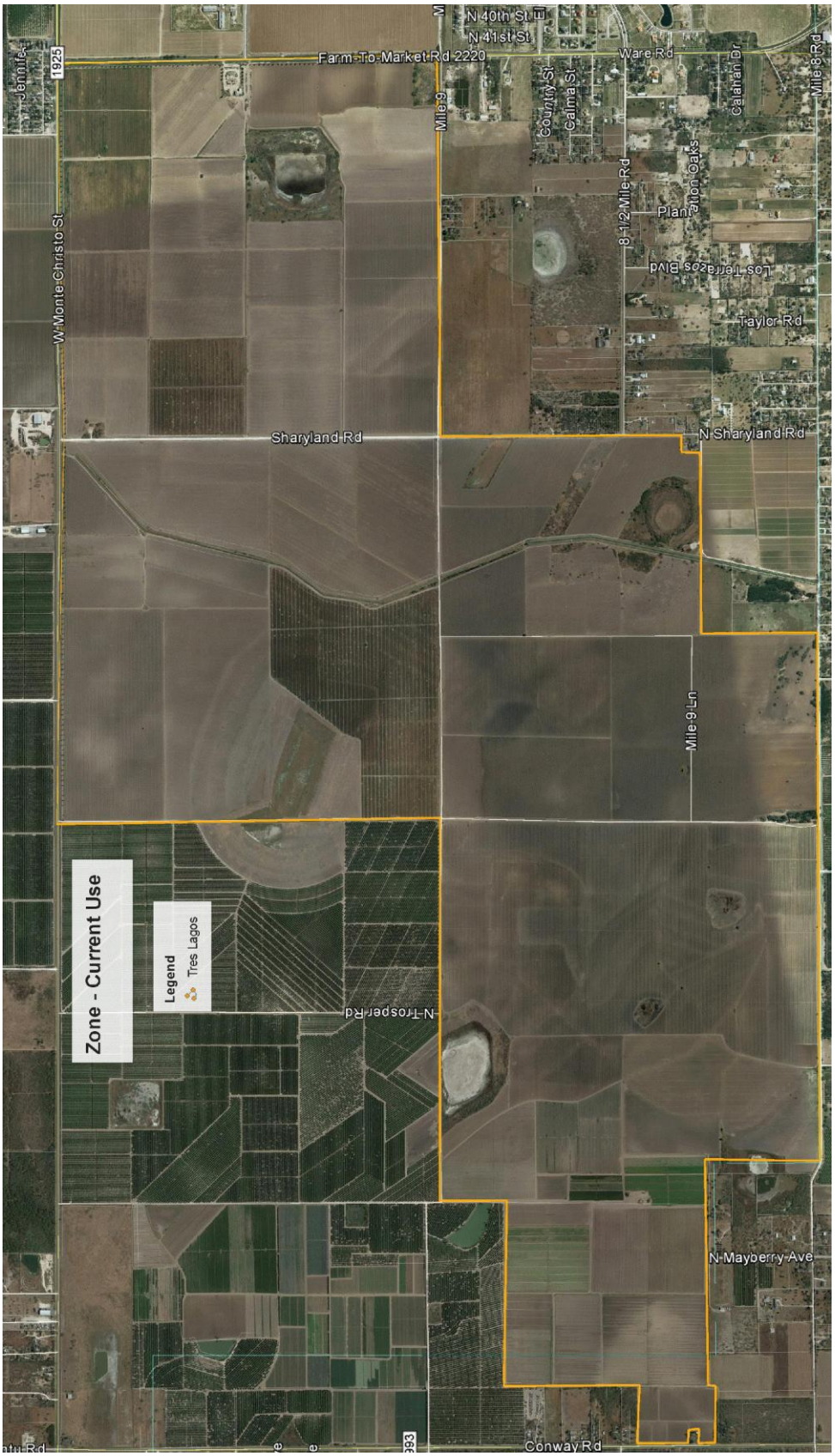


Exhibit 3
A. Waivers and Exceptions to the City of McAllen Platting Regulations

The following specific waivers and exceptions will be required for the Project.

1. The requirement that two access points must be provided into any subdivision with over 20 lots shall not apply to this Project. Emergency access walks/drives shall be recognized as secondary access points for emergency service vehicles.

2. The requirement that the maximum street length ending in a cul-de-sac shall be 600 feet will not apply to this Project provided the unit of development enjoying the variance is designed and platted using the 'coving method' and there are emergency access walks/drives serving the unit of development.

3. The requirements pertaining to sidewalks contained in the City's Development Code will not apply to this Project provided a sidewalk having a width of at least adequate for pedestrian and bike traffic is provided in a plan that is sealed by the registered engineer designing the unit of development.

4. The requirements pertaining to side yard set-backs from property line will be five (5) feet rather than six (6) feet as required by the City Development Code.

5. The requirements pertaining to front yard set-backs for R-1 zoning will be 20 feet rather than the 25 feet as required by the City Development Code.

6. There will be no park fee collected because the parkland dedication will exceed the **CITY**'s requirements as of 10/30/2014.

B. Current and Future Land Use/Zoning

Tract	Acreage	Current Land Use	Zoning District
1	28.7499 acres	Open Space-Agricultural	C-4- Commercial Industrial
2	15.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
3	11.5000 acres	Open Space-Agricultural	C-4- Commercial Industrial
4	55.000 acres	Open Space-Agricultural	R-1- Single Family Residential
5	81.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
6	2.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
7	12.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
8	15.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
9	100.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
10	4.4665 acres	Open Space-Agricultural	R-1- Single Family Residential
11	20.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
12	5.4285 acres	Open Space-Agricultural	R-1- Single Family Residential
13	79.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
14	19.6183 acres	Open Space-Agricultural	C-4- Commercial Industrial
15	15.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
16	8.1425 acres	Open Space-Agricultural	C-4- Commercial Industrial
17	52.0000 acres	Open Space-Agricultural	R-1- Single Family Residential

18	20.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
19	7.4507 acres	Open Space-Agricultural	C-4- Commercial Industrial
20	18.3713 acres	Open Space-Agricultural	C-4- Commercial Industrial
21	35.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
22	25.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
23	30.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
24	56.9548 acres	Open Space-Agricultural	C-4- Commercial Industrial
25	39.7438 acres	Open Space-Agricultural	C-4- Commercial Industrial
26	40.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
27	5.6970 acres	Open Space-Agricultural	R-1- Single Family Residential
28	99.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
29	21.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
30	29.1412 acres	Open Space-Agricultural	R-3A- Apartment Residential
31	43.7021 acres	Open Space-Agricultural	R-3A- Apartment Residential
32	18.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
33	60.5814 acres	Open Space-Agricultural	R-1- Single Family Residential
34	42.4782 acres	Open Space-Agricultural	C-4- Commercial Industrial
35	1.6301 acres	Open Space-Agricultural	C-4- Commercial Industrial
36	33.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
37	41.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
38	6.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
39	49.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
40	67.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
41	40.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
42	12.2107 acres	Open Space-Agricultural	R-1- Single Family Residential
43	68.6857 acres	Open Space-Agricultural	R-1- Single Family Residential
44	23.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
45	41.7396 acres	Open Space-Agricultural	C-4- Commercial Industrial
46	20.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
47	67.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
48	23.9745 acres	Open Space-Agricultural	R-3A- Apartment Residential
49	62.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
50	6.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
51	92.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
52	10.3235 acres	Open Space-Agricultural	R-1- Single Family Residential
53	57.3405 acres	Open Space-Agricultural	R-1- Single Family Residential
54	6.3298 acres	Open Space-Agricultural	C-4- Commercial Industrial
55	79.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
56	8.0321 acres	Open Space-Agricultural	R-1- Single Family Residential
57	57.5000 acres	Open Space-Agricultural	R-1- Single Family Residential
58	6.2000 acres	Open Space-Agricultural	R-1- Single Family Residential
59	57.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
60	46.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
61	3.1158 acres	Open Space-Agricultural	R-1- Single Family Residential
62	1.5466 acres	Open Space-Agricultural	R-1- Single Family Residential
63	59.0000 acres	Open Space-Agricultural	R-1- Single Family Residential
64	3.9616 acres	Open Space-Agricultural	C-4- Commercial Industrial
65	0.7792 acres	Open Space-Agricultural	C-4- Commercial Industrial
66	29.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
67	42.0000 acres	Open Space-Agricultural	R-3A- Apartment Residential
68	16.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
69	6.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
70	12.0000 acres	Open Space-Agricultural	C-4- Commercial Industrial
71	0.6336 acres	Open Space-Agricultural	C-4- Commercial Industrial

72	6.9196 acres	Open Space-Agricultural	C-4- Commercial Industrial
73	5.9685 acres	Open Space-Agricultural	C-4- Commercial Industrial
74	72.2971 acres	Open Space-Agricultural	C-4- Commercial Industrial

[Remainder of Page Intentionally Left Blank-Project Plan and Finance Plan Continue on Next Page]

Exhibit 4

A. Summary Fact Sheet

Proposed Tres Lagos Tax Increment Finance Zone

Estimated 30 Year Build out of Residential, Multi-Family, & Commercial

Summary Fact Sheet

February 20, 2015

Site Area		**2,571**	**+/- Acres**	
2014 Base Value		**$1,064,613.00**		
				Taxable Value
	Residential Units (SF/MF) 2.5 du/acre	**239**	**Acres**	**$ 289,261,974.70**
	3.5 du/acre	**513**	**Acres**	**$ 646,356,673.82**
	4.5 du/acre	**697**	**Acres**	**$ 575,364,753.07**
	Multifamily 10 du/acre	**48**	**Acres**	**$ 58,642,983.99**
	Multifamily 15 du/acre	**70**	**Acres**	**$ 90,841,924.27**
	Townhomes 8 du/acre	**75**	**Acres**	**$ 110,833,324.31**
	Sales Center	**4**	**Acres**	**$ 1,000,000.00**
	Commercial / Retail	**192**	**Acres**	**$ 319,976,279.19**
	Commercial / Office	**97**	**Acres**	**$ 267,955,187.64**
	University Campus/Flex	**105**	**Acres**	**$ 209,547,875.14**
	School Site	**80**	**Acres**	**$ -**
	Church, Mosque, Synagogue	**90**	**Acres**	**$ -**
	Roadway	**135**	**Acres**	**$ -**
	Drainage	**76**	**Acres**	**$ -**
	Parks	**121**	**Acres**	**$ -**
Totals		**2,542**	**Acres**	**$ 2,569,780,976.14**

Estimated Taxable Value Created	**$**	**2,569,780,976**
McAllen TIF Assessed Rate	**$**	**0.4313**
County TIF Assessed Rate	**$**	**0.5308**
Tax Collection Rate		**100.00%**
Est. Infrastructure Costs	**$**	**258,940,901**
Est. Total Net TIF Revenues	**$**	**264,308,634**
Excess (Shortage) TIF Revenues	**$**	**5,367,733**
Est. TIF Life		**30 Years**

The projections and estimates contained in this Finance and Project Plan are subject to and may be impacted by market & economic conditions both domestic & international. Actual completion & construction of the Project may take more or less time than described herein. However it is understood that the Developer will use its best efforts to complete the project as quickly as economically feasible. A growth rate of 1.015% per year has been used to establish value of future tax basis.

B. Overall Summary with Escalators Table

Proposed Tres Lagos Tax Increment Finance Zone
Finance Plan - Overall Summary with Escalators (30 year)
Tax Value added by year with escalator

	Development Year	2015	2016	2017	2018	2019	2020
Development Type/ by acre	Total Current Value	1	2	3	4	5	6
Single Family 2.5 du/acre	233,025,000	-	8,035,345	8,155,875	8,278,213	8,402,386	8,528,422
Single Family 3.5 du/acre	520,695,000	-	17,955,000	18,224,325	18,497,690	18,775,155	19,056,783
Single Family 4.5 du/acre	463,505,000	-	15,982,931	16,222,675	16,466,015	16,713,005	16,963,700
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	171,517,500	-	-	-	6,352,500	6,447,788	6,544,504
Multifamily 30 du/acre	48,000,000	-	-	-	1,777,778	1,804,444	1,831,511
Multifamily 15 du/acre	82,950,000	-	-	-	-	6,380,769	-
Townhomes 8 du/acre	90,000,000	-	-	3,214,286	3,262,500	3,311,438	3,361,109
Retail & Commercial	261,904,500	-	-	-	9,700,167	9,845,669	9,993,354
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	1,000,000	250,000	-	-	-	-	250,000
Office Use	219,324,600	-	-	-	8,123,133	8,244,980	8,368,655
Major Drainage way	-	-	-	-	-	-	-
Added Value	2,091,921,600	250,000	41,973,276	45,817,161	72,457,996	79,925,635	74,898,039
Projected Construction Costs	232,396,315	22,609	3,795,823	4,143,442	6,552,687	7,228,018	6,773,351
Proposed Tax Revenue - City of McAllen		863	145,687	303,775	553,784	829,559	1,087,987
Proposed Tax Revenue - Hidalgo County		1,022	172,573	359,835	655,983	982,652	1,288,772

	2021	2022	2023	2024	2025	2026	2027
Development Type/ by acre	7	8	9	10	11	12	13
Single Family 2.5 du/acre	8,656,348	8,786,194	8,917,987	9,051,756	9,187,533	9,325,346	9,465,226
Single Family 3.5 du/acre	19,342,634	19,632,774	19,927,265	20,226,174	20,529,567	20,837,511	21,150,073
Single Family 4.5 du/acre	17,218,156	17,476,428	17,738,575	18,004,653	18,274,723	18,548,844	18,827,077
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	6,642,672	6,742,312	6,843,447	6,946,098	7,050,290	7,156,044	7,263,385
Multifamily 30 du/acre	1,858,984	1,886,869	1,915,172	1,943,899	1,973,058	2,002,653	2,032,693
Multifamily 15 du/acre	6,476,481	-	6,573,628	-	6,672,232	-	6,772,316
Townhomes 8 du/acre	3,411,526	3,462,699	3,514,639	3,567,359	3,620,869	3,675,182	3,730,310
Retail & Commercial	10,143,255	10,295,403	10,449,834	10,606,582	10,765,681	10,927,166	11,091,073
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	-	-	-	-	250,000	-	-
Office Use	8,494,185	8,621,598	8,750,922	8,882,185	9,015,418	9,150,649	9,287,909
Major Drainage way	-	-	-	-	-	-	-
Added Value	82,244,240	76,904,276	84,631,468	79,228,708	87,339,371	81,623,395	89,620,062
Projected Construction Costs	7,437,699	6,954,784	7,653,587	7,164,992	7,898,474	7,381,554	8,104,727
Proposed Tax Revenue - City of McAllen	1,371,763	1,637,113	1,929,126	2,202,497	2,503,852	2,785,486	3,094,711
Proposed Tax Revenue - Hidalgo County	1,624,917	1,939,237	2,285,140	2,608,960	2,965,930	3,299,538	3,665,829

Overall Summary with Escalators Table (Continued)

	2028	2029	2030	2031	2032	2033	2034
Development Type/ by acre	14	15	16	17	18	19	20
Single Family 2.5 du/acre	9,607,204	9,751,312	9,897,582	10,046,046	10,196,736	10,349,688	10,504,933
Single Family 3.5 du/acre	21,467,324	21,789,334	22,116,174	22,447,917	22,784,636	23,126,405	23,473,301
Single Family 4.5 du/acre	19,109,483	19,396,125	19,687,067	19,982,373	20,282,108	20,586,340	20,895,135
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	7,372,336	7,482,921	7,595,164	7,709,092	7,824,728	7,942,099	8,061,231
Multifamily 10 du/acre	2,063,184	2,094,131	2,125,543	2,157,427	2,189,788	2,222,635	2,255,974
Multifamily 15 du/acre	-	6,873,901	-	6,977,009	-	7,081,664	-
Townhomes 8 du/acre	3,786,264	3,843,058	3,900,704	3,959,215	4,018,603	4,078,882	4,140,065
Retail & Commercial	11,257,439	11,426,301	11,597,696	11,771,661	11,948,236	12,127,459	12,309,371
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	-	-	250,000	-	-	-	-
Office Use	9,427,228	9,568,636	9,712,166	9,857,848	10,005,716	10,155,802	10,308,139
Major Drainage way	-	-	-	-	-	-	-
Added Value	84,090,462	92,225,720	86,882,097	94,908,587	89,250,552	97,670,974	91,948,150
Projected Construction Costs	7,604,661	8,340,367	7,857,121	8,582,991	8,071,310	8,832,805	8,315,266
Proposed Tax Revenue - City of McAllen	3,384,857	3,703,072	4,002,850	4,330,323	4,638,273	4,975,277	5,292,535
Proposed Tax Revenue - Hidalgo County	4,009,521	4,386,462	4,741,563	5,129,470	5,494,251	5,893,448	6,269,255

	2035	2036	2037	2038	2039	2040	2041
Development Type/ by acre	21	22	23	24	25	26	27
Single Family 2.5 du/acre	10,662,507	10,822,444	10,984,781	11,149,553	11,316,796	11,486,548	11,658,846
Single Family 3.5 du/acre	23,825,401	24,182,782	24,545,523	24,913,706	25,287,412	25,666,723	26,051,724
Single Family 4.5 du/acre	21,208,562	21,526,691	21,849,591	22,177,335	22,509,995	22,847,645	23,190,360
School Site	-	-	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-	-	-
Technology Park/Campus	8,182,149	8,304,881	8,429,455	8,555,896	8,684,235	8,814,498	8,946,716
Multifamily 10 du/acre	2,289,814	2,324,161	2,359,024	2,394,409	2,430,325	2,466,780	2,503,782
Multifamily 15 du/acre	7,187,889	-	7,295,708	-	7,405,143	-	7,516,220
Townhomes 8 du/acre	4,202,166	4,265,199	4,329,177	4,394,114	4,460,026	4,526,927	4,594,830
Retail & Commercial	12,494,012	12,681,422	12,871,643	13,064,718	13,260,689	13,459,599	13,661,493
Perimeter ROW	-	-	-	-	-	-	-
Interior ROW	-	-	-	-	-	-	-
Drainage way & Park	-	-	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-	-	-
Park with Main Trail	-	-	-	-	-	-	-
Sales Center	-	-	-	-	-	-	-
Office Use	10,462,761	10,619,702	10,778,998	10,940,683	11,104,793	11,271,365	11,440,435
Major Drainage way	-	-	-	-	-	-	-
Added Value	100,515,261	94,727,282	103,443,899	97,590,415	106,459,414	100,540,085	109,564,406
Projected Construction Costs	9,090,026	8,566,594	9,354,875	8,825,520	9,627,581	9,092,271	9,908,379
Proposed Tax Revenue - City of McAllen	5,639,352	5,966,200	6,323,122	6,659,848	7,027,176	7,374,079	7,752,120
Proposed Tax Revenue - Hidalgo County	6,680,076	7,067,242	7,490,034	7,888,901	8,324,018	8,734,942	9,182,749

Overall Summary with Escalators Table (Continued)

	2042	2043	2044		
Development Type/ by acre	28	29	30		TOTALS
Single Family 2.5 du/acre	11,833,729	12,011,235	12,191,403	289,261,975	289,261,975
Single Family 3.5 du/acre	26,442,500	26,839,137	27,241,724	646,356,674	646,356,674
Single Family 4.5 du/acre	23,538,215	23,891,288	24,249,657	575,364,753	575,364,753
School Site	-	-	-	-	-
Church, Mosque, Synagogue	-	-	-	-	-
Technology Park/Campus	9,080,917	9,217,130	9,355,387	209,547,875	209,547,875
Multifamily 10 du/acre	2,541,338	2,579,458	2,618,150	58,642,984	58,642,984
Multifamily 15 du/acre	-	7,628,964	-	90,841,924	90,841,924
Townhomes 8 du/acre	4,663,753	4,733,709	4,804,715	110,833,324	110,833,324
Retail & Commercial	13,866,416	14,074,412	14,285,528	319,976,279	319,976,279
Perimeter ROW	-	-	-	-	-
Interior ROW	-	-	-	-	-
Drainage way & Park	-	-	-	-	-
Parks in Street Islands	-	-	-	-	-
Park with Main Trail	-	-	-	-	-
Sales Center	-	-	-	1,000,000	1,000,000
Office Use	11,612,042	11,786,223	11,963,016	267,955,188	267,955,188
Major Drainage way	-	-	-	-	-
Added Value	103,578,909	112,761,556	106,709,581	2,569,780,976	2,569,780,976
Projected Construction Costs	9,367,085	10,197,511	9,650,205		232,396,315
Proposed Tax Revenue - City of McAllen	8,109,509	8,498,582	8,866,772		120,990,149
Proposed Tax Revenue - Hidalgo County	9,606,092	10,066,967	10,503,106		143,318,484

Exhibit 5
Sources & Uses Table

Proposed Tres Lagos Tax Increment Finance Zone
Sources & Uses

Sources of Funds

Net TIF Revenues	**City of McAllen**	**$**	**120,990,149**
Net TIF Revenues	**Hidalgo County**	**$**	**143,318,484**
Total Sources of Funds		**$**	**264,308,634**

Uses Of Funds

	Units	Amount	Cost Per Unit	Location	Total Infrastructure Improvements
Public Improvements					
Internal Hard Project Costs					
Site Work	Acres	1550	$ 2,500.00	Project Site	$ 3,875,000
Mile 9 Russell Rd Pav/Drain/light	L.F.	27560	$ 513.00	Site	$ 14,138,280
Shary & Bryan Pav/Drain/light	L.F.	11900	$ 479.50	Site	$ 5,706,050
Glasscock/Stewart/Mayberry	L.F.	10400	$ 354.50	Site	$ 3,686,800
Int. Streets & Drainage	L.F.	154560	$ 214.50	Project Site	$ 53,596,698
Water Reuse System; and Lakes	L.F.	154,460	$ 39.00	Project Site	$ 14,969,651
Water	L.F.	154,560	$ 50.00	Project Site	$ 26,196,890
Spine Water Main	34,100 LF of 20 in,&16 in	LS	na	Offsite and Onsite	$ 3,400,000
Spine Sanitary Sewer Main	15 to 21 inch SS	LS	na	Onsite	$ 2,200,000
Drain Ditch Xings	10' x 10' Box Culvert Xing	5	$ 150,000.00	Ditch Xing with Roads	$ 750,000
Spine Water Reuse	Lake Lining/pumps/tanks	LS	na	50 ac of lake reservoir	$ 3,000,000
Sewer	L.F.	154,560	$ 52.00	Project Site	$ 25,662,259
Parks w/amenities & Landscaping	Acres	121	$ 100,000.00	Project Site	$ 12,100,000
Main Entrances	Each	3	$ 350,000.00	Project Site	$ 1,050,000
Minor Entrances	Each	21	$ 75,000.00	Project Site	$ 1,575,000
Roundabouts	Each	3	$ 85,000.00		$ 255,000
Bus Stops	Each	5	$ 35,000.00	Project Site	$ 175,000
Mail Box Clusters	Each	8500	$ 100.00	Project Site	$ 850,000
Water Impact Fees	AcFt	3125	$ 2,500.00	Project Site	$ 7,812,500
Sewer Impact Fees				Project Site	$ -
Sidewalks	S.F.	755,117	$ 4.00	Project Site	$ 3,020,468
Purchase of Real Property	Acres	40	$ 15,000.00	South Area	$ 600,000
Masonry Walls	LF	52800	$ 80.00		$ 4,224,000
Common Hard Costs					
FTTH, Comm. Wi-Fi, Surveillance		varies	varies	Project Site	$ 13,779,000
				Sub Total:	$ 202,622,596
Soft Project Costs					
Engineering/Surveying/Consulting					$ 16,209,808
Construction Management					$ 2,532,782
Formation Costs & Consulting					$ 900,000
Contingency & City Public Improvements (approx. $4,050,000.00) plus Pre-TIRZ Administrative Costs (up to $70,000)					$ 10,131,130
Subtotals					**$ 232,396,315**

EXPENSE:	
Total Infrastructure	**$ 232,396,315**
Interest Expense / Finance Costs (estimated) @ 4.5%	**$ 26,144,585**
Total	**$ 258,540,901**
Admin. Expenses (City & County)	**$ 400,000**
Grand Total	**$ 258,940,901**
REVENUE:	
Total TIF Revenue	**$ 264,308,634**
Project Financing Surplus (Shortage)	**$ 5,367,733**

The above allocation of costs are estimated and may be changed or adjusted by action of the Board of the TIRZ to meet project requirements pursuant to Section 13.3 of the Development Agreement, however the total maximum contributions of the participating taxing entities and term of the Zone may not be increased without approval by the City Commission and County Commissioners Court.

Exhibit 6
A. TIF Revenue Build Out Assumptions

Proposed Tres Lagos Tax Increment Finance Zone
TIF Revenue Build Out Assumptions

Tax Year	TIF Assessed Values: Beginning Assessed Tax Value	Annual Value of New Tax Development	Projected Year-End Tax Assessed Value	Projected Captured Tax Value	City of McAllen Tax - TIF (80% of M & O Tax Rate): Taxable Value	Rate	Tax Increment	Hidalgo County (77% of M&O Rate): Taxable Value	Rate	Tax Increment	Edinburg ISD: Taxable Value	Rate	Tax Increment
2014													
2015	$ -	$ 250,000	$ 250,000	$ 250,000	$ 250,000	0.345040	$ 863	$ 250,000	0.408716	$ 1,022	$ 250,000	1.239800	$ 3,100
2016	$ 250,000	$ 41,973,276	$ 42,223,276	$ 42,223,276	$ 42,223,276	0.345040	$ 145,687	$ 42,223,276	0.408716	$ 172,573	$ 42,223,276	1.239800	$ 523,484
2017	$ 42,223,276	$ 45,817,161	$ 88,040,437	$ 88,040,437	$ 88,040,437	0.345040	$ 303,775	$ 88,040,437	0.408716	$ 359,835	$ 88,040,437	1.239800	$ 1,091,525
2018	$ 88,040,437	$ 72,457,996	$ 160,498,432	$ 160,498,432	$ 160,498,432	0.345040	$ 553,784	$ 160,498,432	0.408716	$ 655,983	$ 160,498,432	1.239800	$ 1,989,860
2019	$ 160,498,432	$ 79,925,635	$ 240,424,068	$ 240,424,068	$ 240,424,068	0.345040	$ 829,559	$ 240,424,068	0.408716	$ 982,652	$ 240,424,068	1.239800	$ 2,980,778
2020	$ 240,424,068	$ 74,898,039	$ 315,322,106	$ 315,322,106	$ 315,322,106	0.345040	$ 1,087,987	$ 315,322,106	0.408716	$ 1,288,772	$ 315,322,106	1.239800	$ 3,909,363
2021	$ 315,322,106	$ 82,244,240	$ 397,566,347	$ 397,566,347	$ 397,566,347	0.345040	$ 1,371,763	$ 397,566,347	0.408716	$ 1,624,917	$ 397,566,347	1.239800	$ 4,929,028
2022	$ 397,566,347	$ 76,904,276	$ 474,470,622	$ 474,470,622	$ 474,470,622	0.345040	$ 1,637,113	$ 474,470,622	0.408716	$ 1,939,237	$ 474,470,622	1.239800	$ 5,882,487
2023	$ 474,470,622	$ 84,631,468	$ 559,102,090	$ 559,102,090	$ 559,102,090	0.345040	$ 1,929,126	$ 559,102,090	0.408716	$ 2,285,140	$ 559,102,090	1.239800	$ 6,931,748
2024	$ 559,102,090	$ 79,228,708	$ 638,330,798	$ 638,330,798	$ 638,330,798	0.345040	$ 2,202,497	$ 638,330,798	0.408716	$ 2,608,960	$ 638,330,798	1.239800	$ 7,914,025
2025	$ 638,330,798	$ 87,339,371	$ 725,670,168	$ 725,670,168	$ 725,670,168	0.345040	$ 2,503,852	$ 725,670,168	0.408716	$ 2,965,930	$ 725,670,168	1.239800	$ 8,996,859
2026	$ 725,670,168	$ 81,623,395	$ 807,293,564	$ 807,293,564	$ 807,293,564	0.345040	$ 2,785,486	$ 807,293,564	0.408716	$ 3,299,538	$ 807,293,564	1.239800	$ 10,008,826
2027	$ 807,293,564	$ 89,620,062	$ 896,913,626	$ 896,913,626	$ 896,913,626	0.345040	$ 3,094,711	$ 896,913,626	0.408716	$ 3,665,829	$ 896,913,626	1.239800	$ 11,119,935
2028	$ 896,913,626	$ 84,090,462	$ 981,004,088	$ 981,004,088	$ 981,004,088	0.345040	$ 3,384,857	$ 981,004,088	0.408716	$ 4,009,521	$ 981,004,088	1.239800	$ 12,162,489
2029	$ 981,004,088	$ 92,225,720	$ 1,073,229,808	$ 1,073,229,808	$ 1,073,229,808	0.345040	$ 3,703,072	$ 1,073,229,808	0.408716	$ 4,386,462	$ 1,073,229,808	1.239800	$ 13,305,903
2030	$ 1,073,229,808	$ 86,882,097	$ 1,160,111,904	$ 1,160,111,904	$ 1,160,111,904	0.345040	$ 4,002,850	$ 1,160,111,904	0.408716	$ 4,741,563	$ 1,160,111,904	1.239800	$ 14,383,067
2031	$ 1,160,111,904	$ 94,908,587	$ 1,255,020,492	$ 1,255,020,492	$ 1,255,020,492	0.345040	$ 4,330,323	$ 1,255,020,492	0.408716	$ 5,129,470	$ 1,255,020,492	1.239800	$ 15,559,744
2032	$ 1,255,020,492	$ 89,250,552	$ 1,344,271,043	$ 1,344,271,043	$ 1,344,271,043	0.345040	$ 4,638,273	$ 1,344,271,043	0.408716	$ 5,494,251	$ 1,344,271,043	1.239800	$ 16,666,272
2033	$ 1,344,271,043	$ 97,670,974	$ 1,441,942,018	$ 1,441,942,018	$ 1,441,942,018	0.345040	$ 4,975,277	$ 1,441,942,018	0.408716	$ 5,893,448	$ 1,441,942,018	1.239800	$ 17,877,197
2034	$ 1,441,942,018	$ 91,948,150	$ 1,533,890,167	$ 1,533,890,167	$ 1,533,890,167	0.345040	$ 5,292,535	$ 1,533,890,167	0.408716	$ 6,269,255	$ 1,533,890,167	1.239800	$ 19,017,170
2035	$ 1,533,890,167	$ 100,515,261	$ 1,634,405,428	$ 1,634,405,428	$ 1,634,405,428	0.345040	$ 5,639,352	$ 1,634,405,428	0.408716	$ 6,680,076	$ 1,634,405,428	1.239800	$ 20,263,358
2036	$ 1,634,405,428	$ 94,727,282	$ 1,729,132,711	$ 1,729,132,711	$ 1,729,132,711	0.345040	$ 5,966,200	$ 1,729,132,711	0.408716	$ 7,067,242	$ 1,729,132,711	1.239800	$ 21,437,787
2037	$ 1,729,132,711	$ 103,443,899	$ 1,832,576,610	$ 1,832,576,610	$ 1,832,576,610	0.345040	$ 6,323,122	$ 1,832,576,610	0.408716	$ 7,490,034	$ 1,832,576,610	1.239800	$ 22,720,285
2038	$ 1,832,576,610	$ 97,590,415	$ 1,930,167,024	$ 1,930,167,024	$ 1,930,167,024	0.345040	$ 6,659,848	$ 1,930,167,024	0.408716	$ 7,888,901	$ 1,930,167,024	1.239800	$ 23,930,211
2039	$ 1,930,167,024	$ 106,459,414	$ 2,036,626,438	$ 2,036,626,438	$ 2,036,626,438	0.345040	$ 7,027,176	$ 2,036,626,438	0.408716	$ 8,324,018	$ 2,036,626,438	1.239800	$ 25,250,095
2040	$ 2,036,626,438	$ 100,540,085	$ 2,137,166,523	$ 2,137,166,523	$ 2,137,166,523	0.345040	$ 7,374,079	$ 2,137,166,523	0.408716	$ 8,734,942	$ 2,137,166,523	1.239800	$ 26,496,591
2041	$ 2,137,166,523	$ 109,564,406	$ 2,246,730,930	$ 2,246,730,930	$ 2,246,730,930	0.345040	$ 7,752,120	$ 2,246,730,930	0.408716	$ 9,182,749	$ 2,246,730,930	1.239800	$ 27,854,970
2042	$ 2,246,730,930	$ 103,578,909	$ 2,350,309,839	$ 2,350,309,839	$ 2,350,309,839	0.345040	$ 8,109,509	$ 2,350,309,839	0.408716	$ 9,606,092	$ 2,350,309,839	1.239800	$ 29,139,141
2043	$ 2,350,309,839	$ 112,761,556	$ 2,463,071,395	$ 2,463,071,395	$ 2,463,071,395	0.345040	$ 8,498,582	$ 2,463,071,395	0.408716	$ 10,066,967	$ 2,463,071,395	1.239800	$ 30,537,159
2044	$ 2,463,071,395	$ 106,709,581	$ 2,569,780,976	$ 2,569,780,976	$ 2,569,780,976	0.345040	$ 8,866,772	$ 2,569,780,976	0.408716	$ 10,503,106	$ 2,569,780,976	1.239800	$ 31,860,145
				$ 2,569,780,976			$ 120,990,149			$ 143,318,484			$ 434,742,601

Existing Annual Value Growth Factors

Year 2014	0.00%
Combined Compound Growth Rate	

Participation Level (M&O only)	80%
Tax Rate Collection Factor	100.00%

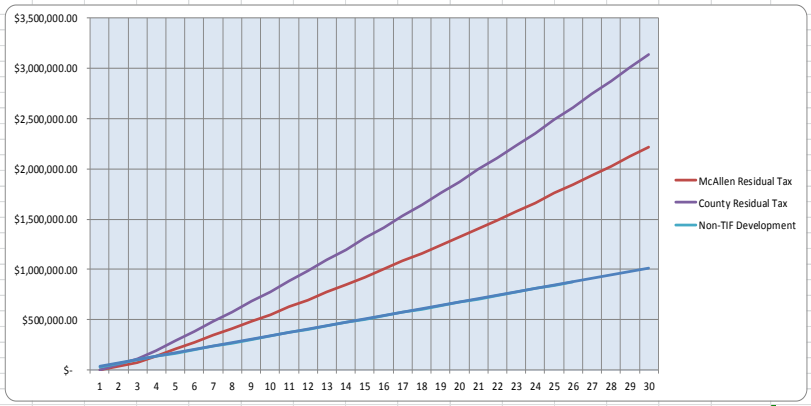
Participation Level	77%
Tax Rate Collection Factor	100.00%

The base year (2014) value of the land within the Zone is +/- TBD and does not include the base value, as the taxes generated on the "base value" are paid to the benefit of the appropriate taxing unit and not the TIRZ.

Revenue Total	
City	$120,990,149
County	$143,318,484
TOTAL	$264,308,634

B. TIRZ v. Non-TIRZ Revenue Projections

TIRZ vs. NON-TIRZ DEVELOPMENT REVENUE PROJECTIONS

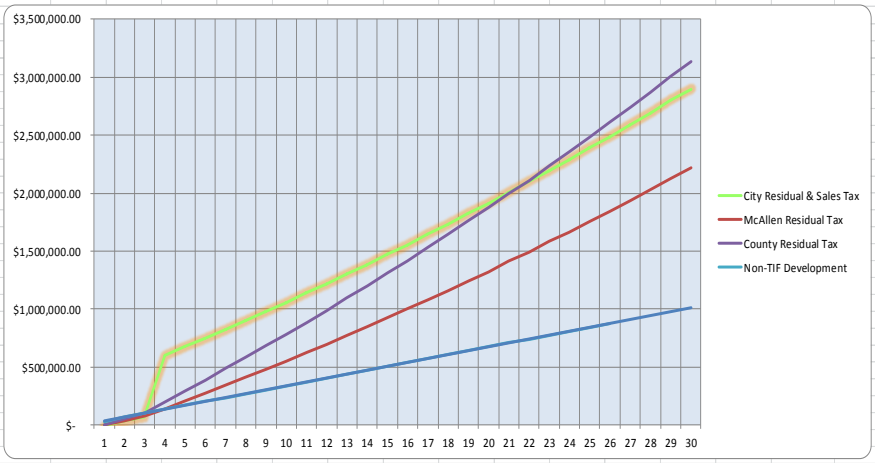


NOTE: Based on the projected development schedules, tax base, and land use assumptions, the City of McAllen will receive +\- $13,355,127.00 more in tax revenue from the residual 15% from a TIRZ/TIF Development than if the Property were developed without a TIRZ/TIF and the City received 100%

	City of McAllen Residual Tax	Hidalgo County Residual Tax	1/2 acre Rural Lot Development: City of McAllen Tax Base	Rate	Tax Increment
2015	$ 215.65	$ 305.21	$ -	$ -	$ -
2016	$ 36,421.80	$ 51,547.86	$ -	$ -	$ -
2017	$ 75,943.68	$ 107,483.29	$ -	$ -	$ -
2018	$ 138,445.95	$ 195,942.91	$ -	$ -	$ -
2019	$ 207,389.80	$ 293,519.32	$ 7,000,000.00	$ 0.43	$ 30,191.00
2020	$ 271,996.85	$ 384,957.84	$ 14,000,000.00	$ 0.48	$ 67,382.00
2021	$ 342,940.73	$ 485,364.90	$ 21,000,000.00	$ 0.48	$ 101,073.00
2022	$ 409,278.36	$ 579,252.71	$ 28,000,000.00	$ 0.48	$ 134,764.00
2023	$ 482,281.46	$ 682,574.20	$ 35,000,000.00	$ 0.48	$ 168,455.00
2024	$ 550,624.15	$ 779,299.77	$ 42,000,000.00	$ 0.48	$ 202,146.00
2025	$ 625,963.09	$ 885,927.17	$ 49,000,000.00	$ 0.48	$ 235,837.00
2026	$ 696,371.43	$ 985,576.27	$ 56,000,000.00	$ 0.48	$ 269,528.00
2027	$ 773,677.69	$ 1,094,988.03	$ 63,000,000.00	$ 0.48	$ 303,219.00
2028	$ 846,214.13	$ 1,197,649.03	$ 70,000,000.00	$ 0.48	$ 336,910.00
2029	$ 925,768.03	$ 1,310,241.88	$ 77,000,000.00	$ 0.48	$ 370,601.00
2030	$ 1,000,712.53	$ 1,416,311.02	$ 84,000,000.00	$ 0.48	$ 404,292.00
2031	$ 1,082,580.68	$ 1,532,179.22	$ 91,000,000.00	$ 0.48	$ 437,983.00
2032	$ 1,159,568.20	$ 1,641,139.86	$ 98,000,000.00	$ 0.48	$ 471,674.00
2033	$ 1,243,819.18	$ 1,760,380.49	$ 105,000,000.00	$ 0.48	$ 505,365.00
2034	$ 1,323,133.66	$ 1,872,634.47	$ 112,000,000.00	$ 0.48	$ 539,056.00
2035	$ 1,409,838.12	$ 1,995,347.52	$ 119,000,000.00	$ 0.48	$ 572,747.00
2036	$ 1,491,549.88	$ 2,110,994.38	$ 126,000,000.00	$ 0.48	$ 606,438.00
2037	$ 1,580,780.58	$ 2,237,282.83	$ 133,000,000.00	$ 0.48	$ 640,129.00
2038	$ 1,664,962.08	$ 2,356,425.11	$ 140,000,000.00	$ 0.48	$ 673,820.00
2039	$ 1,756,793.97	$ 2,486,395.02	$ 147,000,000.00	$ 0.48	$ 707,511.00
2040	$ 1,843,519.84	$ 2,609,138.38	$ 154,000,000.00	$ 0.48	$ 741,202.00
2041	$ 1,938,030.10	$ 2,742,898.99	$ 161,000,000.00	$ 0.48	$ 774,893.00
2042	$ 2,027,377.27	$ 2,869,352.26	$ 168,000,000.00	$ 0.48	$ 808,584.00
2043	$ 2,124,645.39	$ 3,007,016.08	$ 175,000,000.00	$ 0.48	$ 842,275.00
2044	$ 2,216,693.07	$ 3,137,291.41	$ 182,000,000.00	$ 0.48	$ 875,966.00
TOTAL	$ 30,247,537.33	$ 42,809,417.43	$ 2,457,000,000.00		$ 11,822,041.00

C. TIRZ v. Non-TIRZ Revenue Projections (w/Sales Tax)

TIRZ vs. NON-TIRZ DEVELOPMENT REVENUE PROJECTIONS



NOTE: Based on the projected development schedules, tax base, and land use assumptions, the City of McAllen will receive +\- $13,355,127.00 more in tax revenue from the residual 20% from a TIRZ/TIF Development than if the Property were developed without a TIRZ/TIF and the City received 100%

	City of McAllen Residual Tax	City of McAllen Sales Tax	City of McAllen Combined Tax	Hidalgo County Residual Tax
2015	$ 215.65		$ 215.65	$ 305.21
2016	$ 36,421.80		$ 36,421.80	$ 51,547.86
2017	$ 75,943.68		$ 75,943.68	$ 107,483.29
2018	$ 138,445.95	$ 465,608.00	$ 604,053.95	$ 195,942.91
2019	$ 207,389.80	$ 472,592.12	$ 679,981.92	$ 293,519.32
2020	$ 271,996.85	$ 479,681.00	$ 751,677.85	$ 384,957.84
2021	$ 342,940.73	$ 486,876.22	$ 829,816.95	$ 485,364.90
2022	$ 409,278.36	$ 494,179.36	$ 903,457.72	$ 579,252.71
2023	$ 482,281.46	$ 501,592.05	$ 983,873.51	$ 682,574.20
2024	$ 550,624.15	$ 509,115.93	$ 1,059,740.08	$ 779,299.77
2025	$ 625,963.09	$ 516,752.67	$ 1,142,715.76	$ 885,927.17
2026	$ 696,371.43	$ 524,503.96	$ 1,220,875.39	$ 985,576.27
2027	$ 773,677.69	$ 532,371.52	$ 1,306,049.21	$ 1,094,988.03
2028	$ 846,214.13	$ 540,357.09	$ 1,386,571.22	$ 1,197,649.03
2029	$ 925,768.03	$ 548,462.45	$ 1,474,230.48	$ 1,310,241.88
2030	$ 1,000,712.53	$ 556,689.39	$ 1,557,401.91	$ 1,416,311.02
2031	$ 1,082,580.68	$ 565,039.73	$ 1,647,620.40	$ 1,532,179.22
2032	$ 1,159,568.20	$ 573,515.32	$ 1,733,083.52	$ 1,641,139.86
2033	$ 1,243,819.18	$ 582,118.05	$ 1,825,937.24	$ 1,760,380.49
2034	$ 1,323,133.66	$ 590,849.82	$ 1,913,983.48	$ 1,872,634.47
2035	$ 1,409,838.12	$ 599,712.57	$ 2,009,550.69	$ 1,995,347.52
2036	$ 1,491,549.88	$ 608,708.26	$ 2,100,258.13	$ 2,110,994.38
2037	$ 1,580,780.58	$ 617,838.88	$ 2,198,619.47	$ 2,237,282.83
2038	$ 1,664,962.08	$ 627,106.47	$ 2,292,068.54	$ 2,356,425.11
2039	$ 1,756,793.97	$ 636,513.06	$ 2,393,307.03	$ 2,486,395.02
2040	$ 1,843,519.84	$ 646,060.76	$ 2,489,580.60	$ 2,609,138.38
2041	$ 1,938,030.10	$ 655,751.67	$ 2,593,781.77	$ 2,742,898.99
2042	$ 2,027,377.27	$ 665,587.95	$ 2,692,965.21	$ 2,869,352.26
2043	$ 2,124,645.39	$ 675,571.76	$ 2,800,217.15	$ 3,007,016.08
2044	$ 2,216,693.07	$ 685,705.34	$ 2,902,398.41	$ 3,137,291.41
TOTAL	**$ 30,247,537.33**	**$ 15,358,861.40**	**$ 45,606,398.73**	**$ 42,809,417.43**

Exhibit 7
Projected Value of Taxable New Improvements

McAllen - Tax Increment Finance Zone #1
Projected Value of Taxable New Improvements

		Construction Costs of Public Improvements (figures do not include interest, formation or other allowable project costs)									
Year											Total
2015	$250,000										$ 250,000
2016		$ 41,973,276									$ 41,973,276
2017			$ 45,817,161								$ 45,817,161
2018				$ 72,457,996							$ 72,457,996
2019					$ 79,925,635						$ 79,925,635
2020						$ 74,898,039					$ 74,898,039
2021							$ 82,244,240				$ 82,244,240
2022								$ 76,904,276			$ 76,904,276
2023									$ 84,631,468		$ 84,631,468
2024										$ 79,228,708	$ 79,228,708
2025										$ 87,339,371	$ 87,339,371
2026										$ 81,623,395	$ 81,623,395
2027										$ 89,620,062	$ 89,620,062
2028										$ 84,090,462	$ 84,090,462
2029										$ 92,225,720	$ 92,225,720
2030										$ 86,882,097	$ 86,882,097
2031										$ 94,908,587	$ 94,908,587
2032										$ 89,250,552	$ 89,250,552
2033										$ 97,670,974	$ 97,670,974
2034										$ 91,948,150	$ 91,948,150
2035										$ 100,515,261	$ 100,515,261
2036										$ 94,727,282	$ 94,727,282
2037										$ 103,443,899	$ 103,443,899
2038										$ 97,590,415	$ 97,590,415
2039										$ 106,459,414	$ 106,459,414
2040										$ 100,540,085	$ 100,540,085
2041										$ 109,564,406	$ 109,564,406
2042										$ 103,578,909	$ 103,578,909
2043										$ 112,761,556	$ 112,761,556
2044										$ 106,709,581	$ 106,709,581
	$ 250,000	$ 41,973,276	$ 45,817,161	$ 72,457,996	$ 79,925,635	$ 74,898,039	$ 82,244,240	$ 76,904,276	$ 84,631,468	$ 2,010,678,886	$ 2,569,780,976

Exhibit 8
Estimated Construction Schedule

McAllen - Tax Increment Finance Zone #1
Projected Uses of Tax Increment
Estimated Construction Schedule of Public Improvements (figures do not include interest, formation or other allowable project costs)

Year												Total
2015	22,608.57											$ 22,609
2016		$ 3,795,823										$ 3,795,823
2017			$ 4,143,442									$ 4,143,442
2018				$ 6,552,687								$ 6,552,687
2019					$ 7,228,018							$ 7,228,018
2020						$ 6,773,351						$ 6,773,351
2021							$ 7,437,699					$ 7,437,699
2022								$ 6,954,784				$ 6,954,784
2023									$ 7,653,587			$ 7,653,587
2024										$ 7,164,992		$ 7,164,992
2025											$ 7,898,474	$ 7,898,474
2026											$ 6,371,189	$ 7,381,554
2027											$ 7,052,539	$ 8,104,727
2028											$ 6,499,250	$ 7,604,661
2029											$ 7,188,057	$ 8,340,367
2030											$ 6,653,140	$ 7,857,121
2031											$ 7,326,236	$ 8,582,991
2032											$ 6,763,146	$ 8,071,310
2033											$ 7,467,130	$ 8,832,805
2034											$ 6,899,085	$ 8,315,266
2035											$ 7,610,792	$ 9,090,026
2036											$ 7,037,756	$ 8,566,594
2037											$ 7,757,278	$ 9,354,875
2038											$ 7,179,215	$ 8,825,520
2039											$ 7,906,643	$ 9,627,581
2040											$ 7,323,517	$ 9,092,271
2041											$ 8,058,944	$ 9,908,379
2042											$ 7,470,720	$ 9,367,085
2043											$ 8,214,241	$ 10,197,511
2044											$ 7,620,882	$ 9,650,205
		$ 3,795,823	$ 4,143,442	$ 6,552,687	$ 7,228,018	$ 6,773,351	$ 7,437,699	$ 6,954,784	$ 7,653,587	$ 7,164,992	$ 146,298,235	$ 232,396,315

The projections and estimates contained in this Schedule are subject to and may be impacted by market & economic conditions both domestic & international. Actual completion & construction of the project may take more or less time than described herein. However it is understood that the Developer will use its best efforts to complete t he project as quickly as economically feasible. In the event the Developer spends more for infrastructure in a year than required, the amount spent in excess of the required amount shall be credited forward to the ne xt year and applied as if the funds were spent in that year for the purpose of determining

Exhibit 9
Allocated Land Uses and Values Table

Tres Lagos Allocated Land Uses and Values				ALL TAXABLE VALUES ONLY					
Designation	Description	Category	Square Feet	Acreage	AC by Cat.	Avg Unit Value	Type Unit	Value Per Acre	Total Value
SF-A	Single Family 2.5 du/acre	Single Family		239		$390,000.00	House	$975,000.00	$233,025,000.00
SF-B	Single Family 3.5 du/acre	Single Family		513		$290,000.00	House	$1,015,000.00	$520,695,000.00
SF-C	Single Family 4.5 du/acre	Single Family		697	1344	$190,000.00	House	$665,000.00	$463,505,000.00
NR-E	School Site	Commercial/Other	3,475,137	80		$0.00	Acre	$0.00	$0.00
NR-G	Church, Mosque, Synagogue	Commercial/Other	3,920,400	90		$0.00	Acre	$0.00	$0.00
NR-D	Technology Park/Campus	Commercial/Other	4,573,800	105	379.8	$150.00	Usable S.F.	$1,633,500.00	$171,517,500.00
MF-B	Multifamily 10 du/acre	Multifamily	2,090,880	48		$100,000.00	Unit	$1,000,000.00	$48,000,000.00
MF-C	Multifamily 15 du/acre	Multifamily	3,049,200	70		$79,000.00	Unit	$1,185,000.00	$82,950,000.00
MF-A	Townhomes 8 du/acre	Multifamily	3,267,000	75	193	$150,000.00	Unit	$1,200,000.00	$90,000,000.00
NR-A	Retail & Commercial	Retail	8,381,885	192	192.4	$125.00	Usable S.F.	$1,361,250.00	$261,904,500.00
Roadway	Perimeter ROW	Public Use/ROW	1,206,538	28			Acre	$0.00	$0.00
Roadway	Interior ROW	Public Use/ROW	5,424,061	125	152.2		Acre	$0.00	$0.00
OS-C	Drainage way & Park	Public Use/Amenities	246,660	6			Acre	$0.00	$0.00
OS-D	Parks in Street Islands	Public Use/Amenities	479,889	11			Acre	$0.00	$0.00
OS-B	Park with Main Trail	Public Use/Amenities	4,770,220	110	126.2		Acre	$0.00	$0.00
Sales Center	Sales Center	Office	174,240	4		$250,000.00	Acre	$250,000.00	$1,000,000.00
NR-B	Office Use	Office	4,212,252	97	100.7	$200.00	Usable S.F.	$2,178,000.00	$219,324,600.00
OS-A	Major Drainage way	Public Use/Flood Plain	3,073,394	71	70.6	$0.00	Acre	$0.00	$0.00
Totals			**111,463,996**	**2,559**	**2558.9**				**$2,091,921,600.00**

City of McAllen, TX
Integrity · Accountability · Commitment

City of McAllen
Tax Increment Reinvestment Zone No. 1

Amended Supplemental Project & Financing Plan

Approved by TIRZ Board on August 27, 2015
Amended by TIRZ Board on November 18, 2015

CITY OF McALLEN, TEXAS

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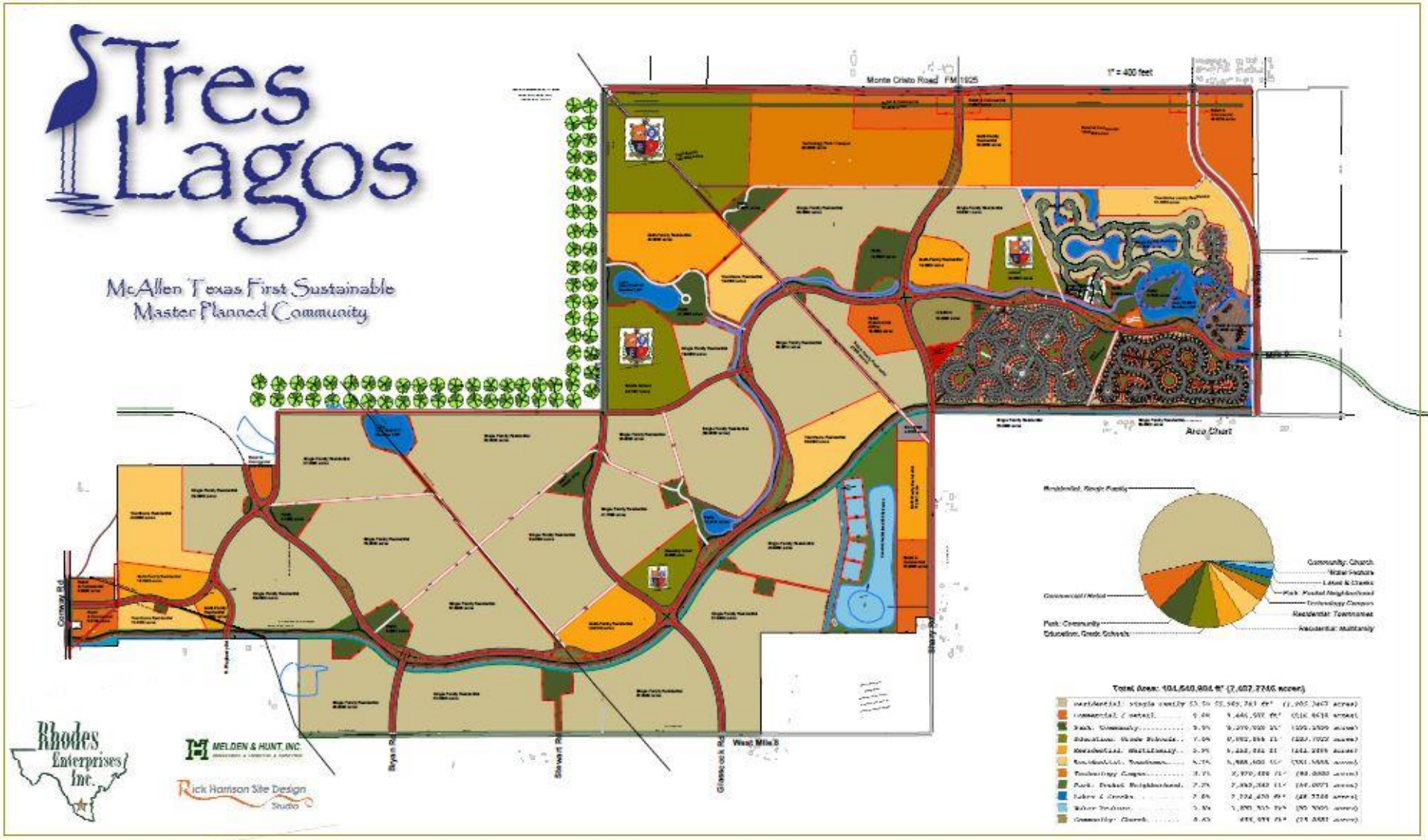
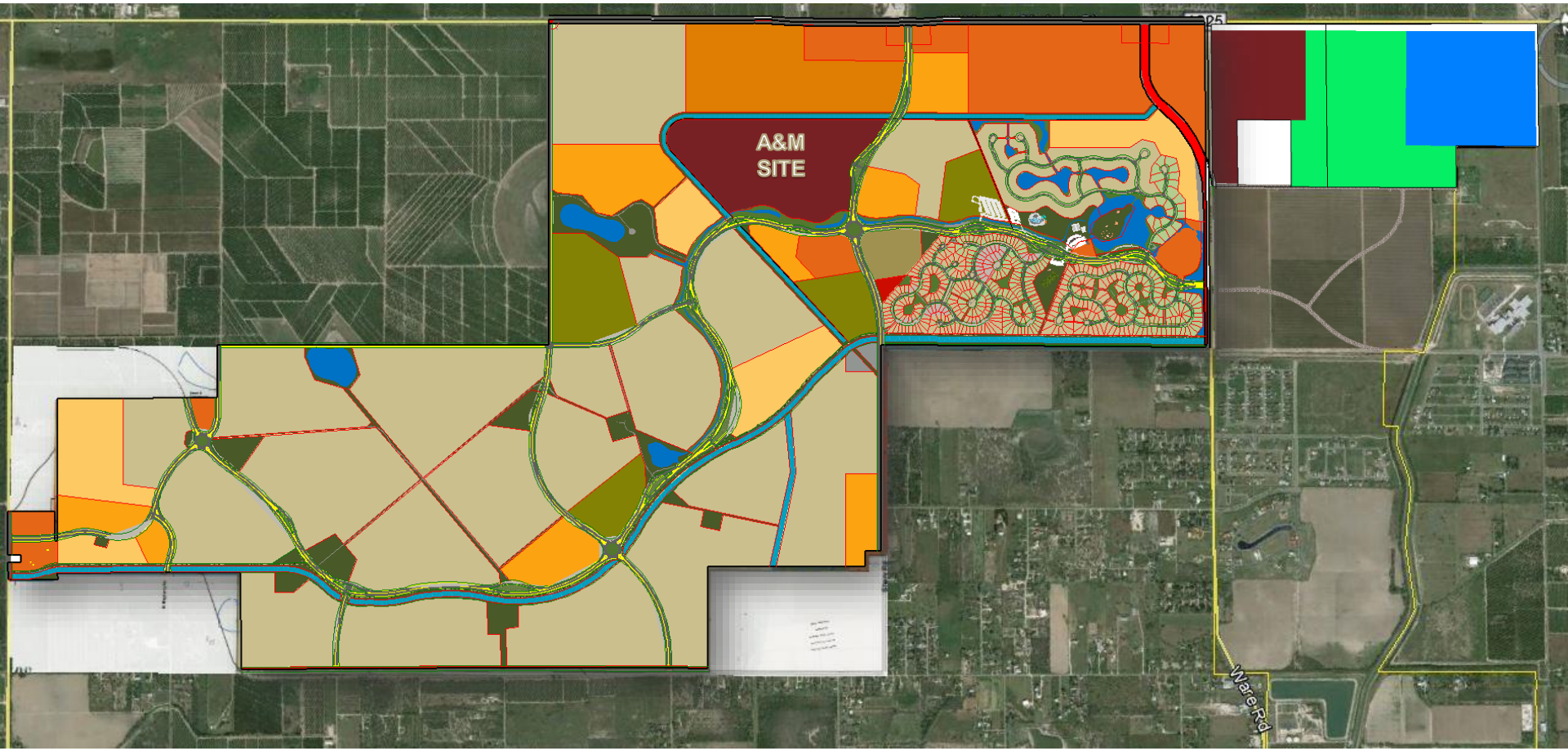
Project Plan and Finance Plan –General Information	23

Project Location Plan – 100 A&M Acre Site in Tres Lagos

Original Tres Lagos Plan with High School



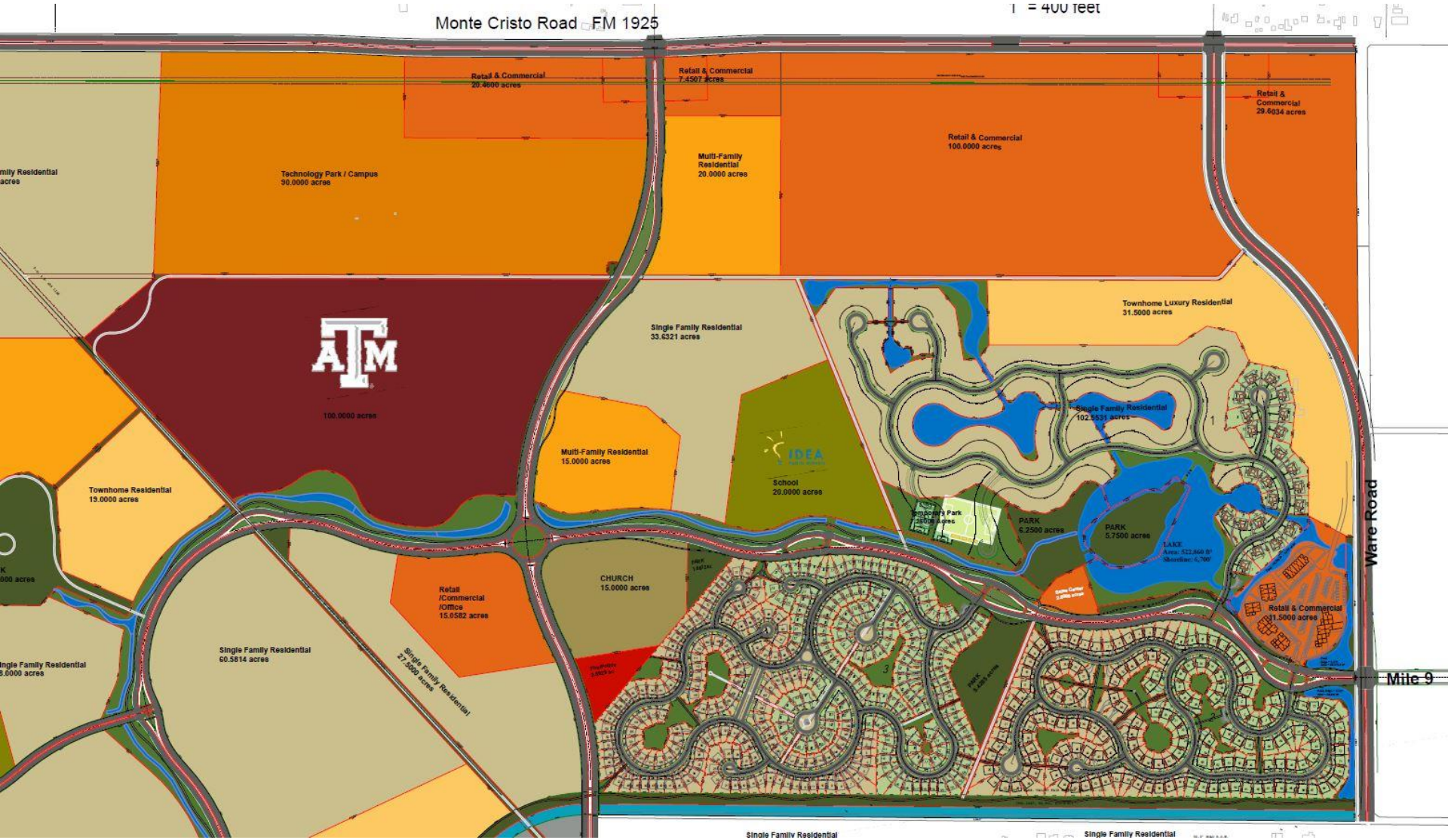
Revised Tres Lagos Plan with 100 Acre Supplemental A&M Project Site



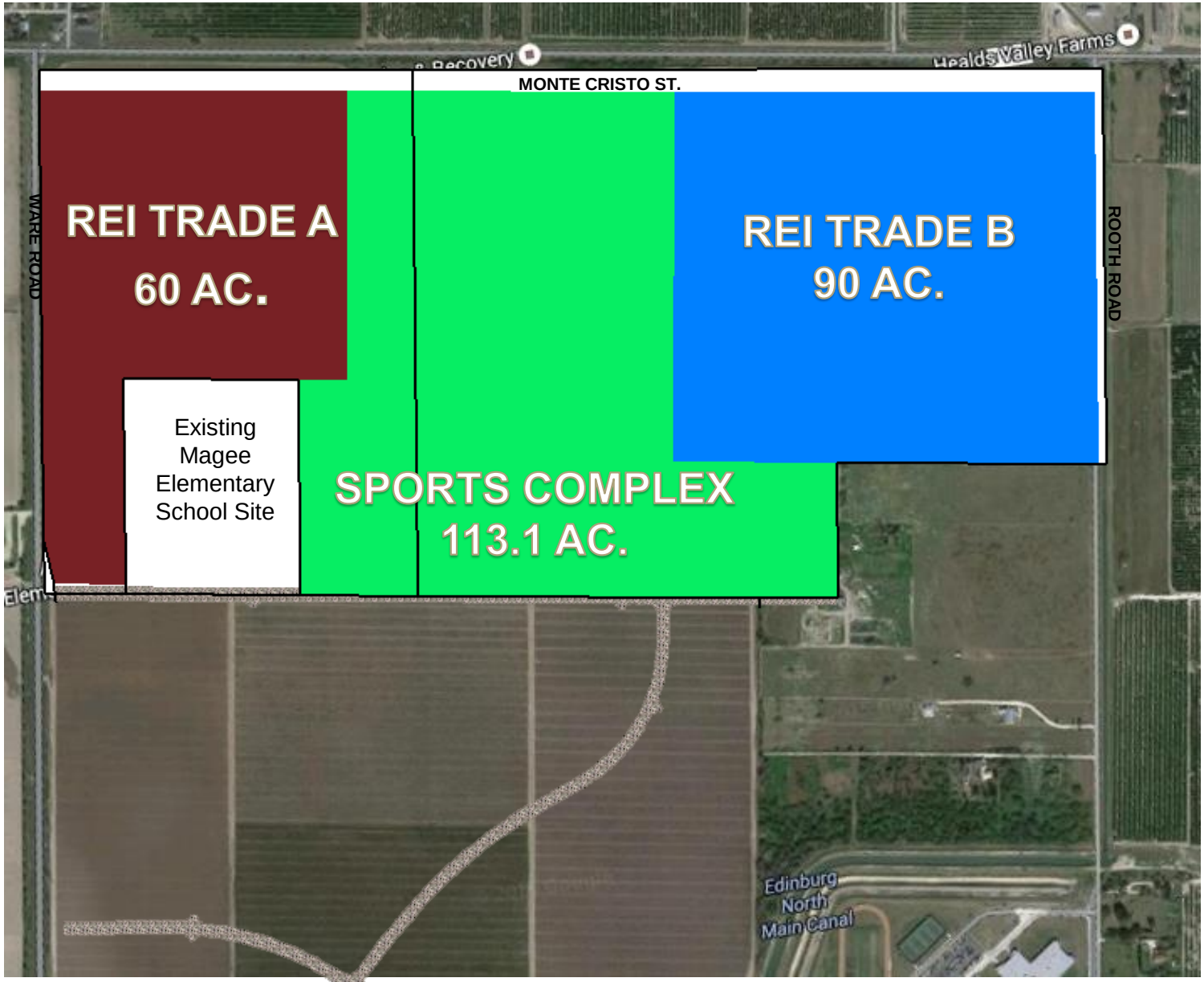
CITY OF McALLEN, TEXAS

Jefferies

Local View of Supplemental A&M Project Site



City Tracts traded for REI 100 Acre Tract for A&M Project (with Proposed Future Sports Complex Site Shown)



CITY OF McALLEN, TEXAS

Jefferies

Supplemental A&M Project Financing Plan

A&M Site Building & Expanded Phase I Infrastructure

Supplemental Financing Plan for Project

- Original Phase I of Tres Lagos Project required $16.5mm in public infrastructure
- Phase I costs increase from $16.5mm to $24.5mm, and $10.0mm additional for vertical construction required to accommodate the A&M Project, the $24.5mm in infrastructure costs are already in Original Project and Finance Plan, but supplemental plan amendments are required to fund Vertical Costs

- Goals:
  - Facilitate Infrastructure and New Vertical costs at Lowest reasonable overall expense
  - Minimum City General Fund Exposure
  - Ultimate reliance on the Tax Increment Financing (TIF)
- **Financing Plan Proposal:**
  - Series A Contract Revenue Bonds: ~$12.8mm City Contract Revenue Bonds to Fund the A&M Project Vertical Construction

    - During first 10 years, 10% of Existing Tax Increment Revenue from Original Tres Lagos Project and Finance Plan will divert to cover Series A Debt Service (“Diverted Increment”)

    - City will fund remaining Series A debt service using City’s 20% residual Tax Increment not pledged to Original TIRZ Project Cost (“City Pledge”)

    - If City Pledge and Diverted Increment are not sufficient to cover Series A Debt Service County will contribute 10% of Existing Tax Revenue from Original Tres Lagos Project and Finance Plan for first 10 years.

    - County will pledge it’s 23% residual Tax Increment during years 2015 thru 2026 to cover any shortfall of debt service up to a maximum of $6.8mm (“County Pledge”)

  - Series B: ~$24.77mm City Secured Certificates of Obligation to Fund Required Infrastructure

    - Original City 80% and County 77% TIF Increment (less Diverted Increment) pledged to Fund Debt Service
    - Developer pays & guarantees Balance of Series B Debt Service with automatically renewable irrevocable Bank LOC (1 year Debt Service) and Public Improvement District Special Assessment on undeveloped Project Land

CITY OF McALLEN, TEXAS

Jefferies

Financing Plan Mechanics

- City issues 2 Series of City guaranteed obligations (Contract Revenue Bonds & Certificates of Obligation) with AA rating
  - Assumed to be one notch below current GO Rating

- Series A: Contract Revenue Bonds~$12.8mm 20 Year, Fixed Rate, Amortizing, Level Debt
  - Vertical Infrastructure
  - Interest Capitalized Years 1 to 3, Amortization Deferred
  - Non-taxable

- Series B: Certificates of Obligation~$24.77mm 30 Year, Fixed Rate, Amortizing, Increasing Debt Service
  - Horizontal Infrastructure
  - Taxable
  - Financing structured as interest only for 5 years and then gradual amortization of principal in years 6 to 30.
  - For first 10 Years, Diverted Increments will flow back to City for Series A Debt Service
  - Annual revenues from 77% and 80% original TIF (less Diverted Increment) pledged to fund debt service.
  - If Original TIF funds (77% and 80%less Diverted Increment) are not fully able to pay annual debt service:
    - Years 3 to 30 –Developer guarantees & pays annual balance of debt service
    - Developer provides City with Irrevocable Bank issued automatically renewing LOC equal to one year debt service for Series B Certificates of Obligation
    - PID Assessment for guaranteeing payment of Debt Service until original TIF increment generates at least 120% of annual Series B debt service, then PID assessment extinguished

PID Credit Enhancement Mechanics

- PID Special Assessment put in place in 2015, with first Special Assessments for Debt Guarantee (SADG) levied for interest payments in 2016 thru 2020 and principal & interest debt service starting in approximately 2021
- PID levy is basically credit enhancement to the growing TIF revenue stream
- PID levy expected to decrease each year starting in 2019 as TIF revenues increase
- If development occurs as expected, PID levy for principal would never be required, and no PID assessments should be required after year 2020
- Pro rata PID Assessment for debt service on Certificates of Obligation may be paid at sale of assessed undeveloped property in lump sum to satisfy assessment lien, or paid as scheduled in annual or semi-annual payments to cover Debt Service

City Benefits

- Lowest possible cost of capital for the Project
- Minimizes tax increment required for this project component so that TIF funds can more efficiently be applied to other projects
- Bootstraps project development both efficiently and quickly
- City receives redirected 10% of Original TIF Increment (up to $2.5mm) during years 1 thru 10 of Zone to offset Series A Contract Revenue Bonds debt service obligation
- City receives redirected 10% of Original County TIF Increment (up to $6.8 mm) during years 1 thru 10 of Zone to Offset Series A Contract Revenue Bonds debt service obligation
- City has PID lien on Developer's Undeveloped Land to back Series B debt
- City obtains Developer's 100 AC site with all improvements and utilities to site for A&M Project via land swap to Developer of less valuable City land (page 7)

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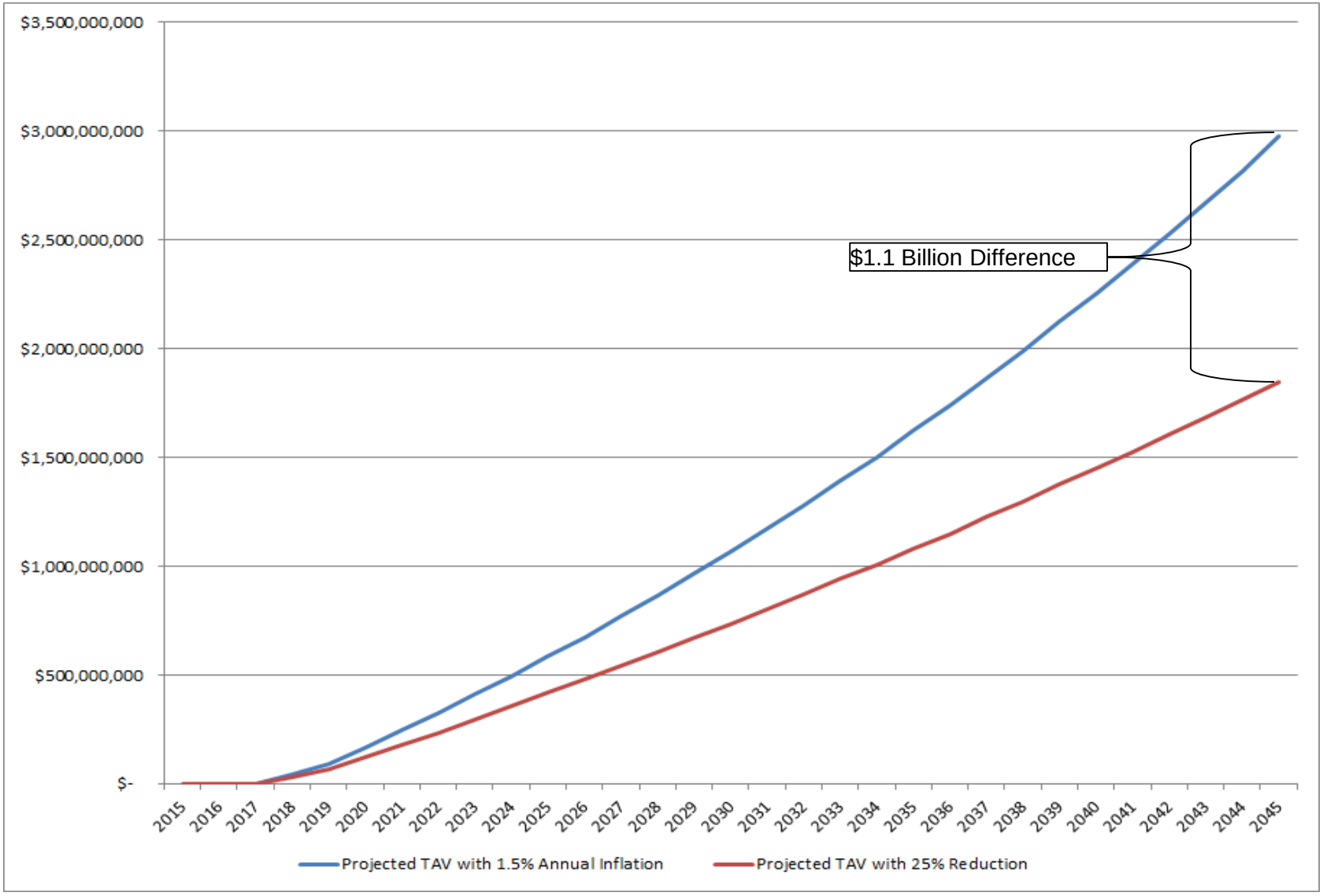
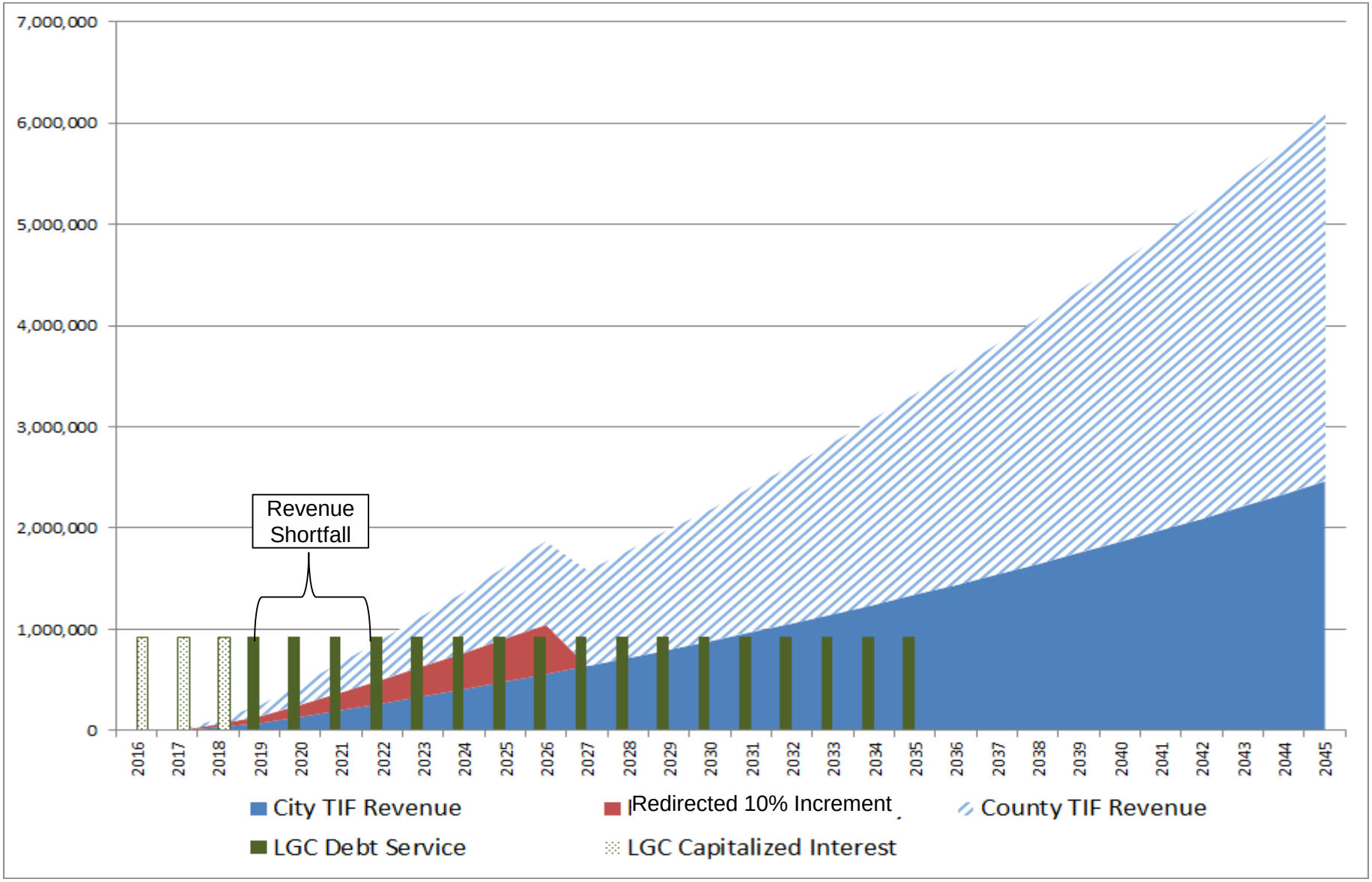
- City obtains Developer's 100 AC site with all improvements and utilities to site for A&M Project via land swap to Developer of less valuable City land (Slide 7)

Projected Assessed Value – Expected Case and Low Growth ("Stress Case")



Revenue vs. Debt Service – Expected Case



Revenue vs. Debt Service - REI

Scenario 1
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - Rhodes Enterprises, Inc.
$10mm Titan Project Fund with 20 Year Debt Amortization, 1.5% Annual Growth In Taxable Assessed Value

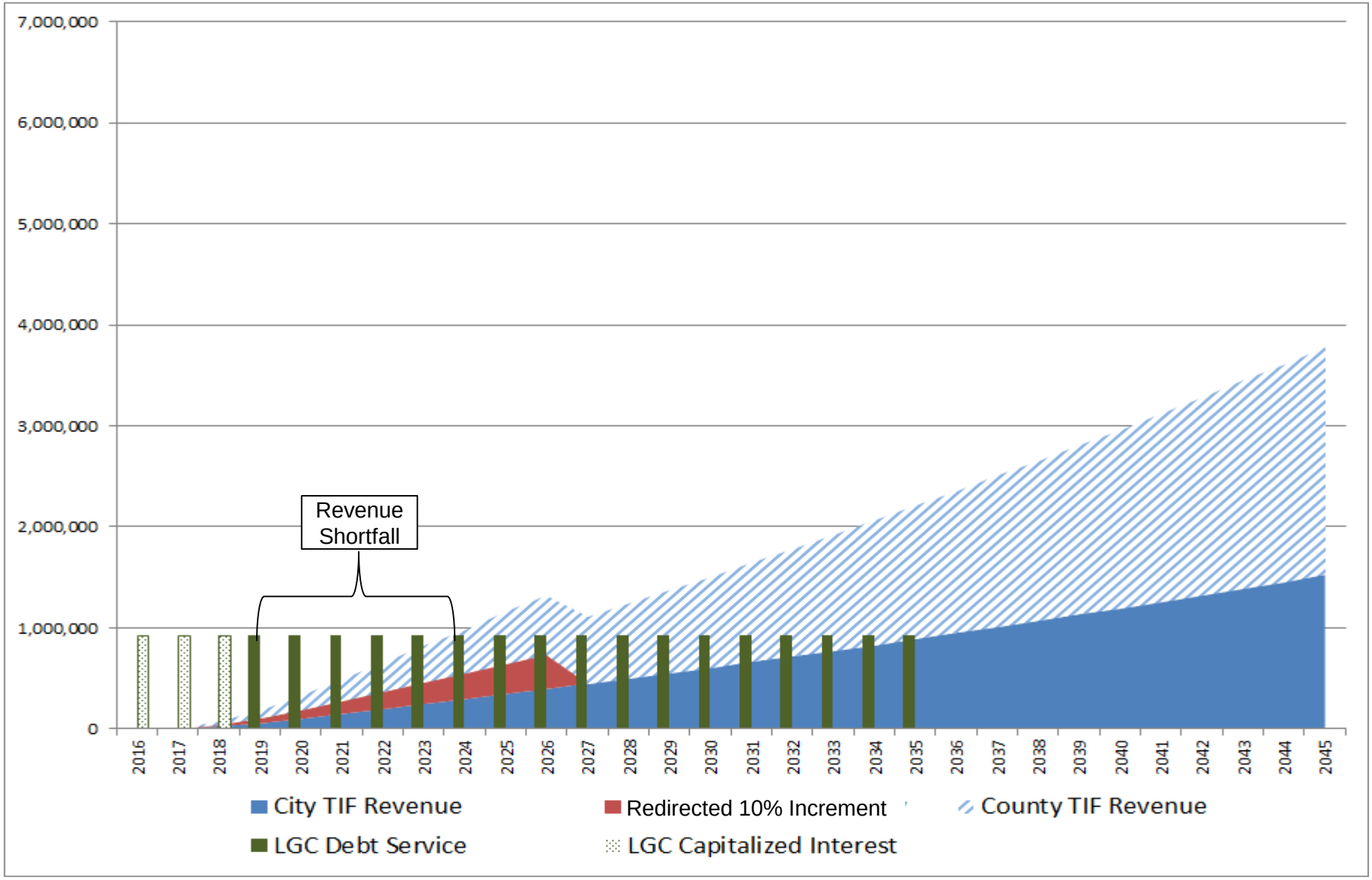
		Calculation of Rhodes Tax Increment Revenue					Debt Service Coverage				
FYE	Taxable Assessed Value	City Tax Rate Rhodes Share 0.0034504	County Tax Rate Rhodes Share 0.00408716	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	Redircted10% Tax Increment Credit to City	Net Tax Increment Revenues	Master Infrastructure Debt Service	Debt Service Coverage	Excess (Shortfall)	Total Rhodes Obligation
2016								866,163	-	(866,163)	(866,163)
2017	250,000	863	1,022	(75)	1,809	181	1,628	866,163	0.00	(864,535)	(863,842)
2018	42,227,026	145,700	172,589	(12,732)	305,557	30,556	275,001	866,163	0.32	(591,161)	(474,085)
2019	88,677,592	305,973	362,440	(26,737)	641,676	64,168	577,509	866,163	0.67	(288,654)	(968,530)
2020	162,465,752	560,572	664,024	(48,984)	1,175,612	117,561	1,058,050	866,163	1.22	191,888	(282,969)
2021	244,828,374	844,756	1,000,653	(73,816)	1,771,592	177,159	1,594,433	1,345,956	1.18	248,477	2,899
2022	323,398,838	1,115,855	1,321,783	(97,506)	2,340,133	234,013	2,106,119	1,368,811	1.54	737,308	710,982
2023	410,494,061	1,416,369	1,677,755	(123,765)	2,970,359	297,036	2,673,323	1,384,382	1.93	1,288,941	1,501,190
2024	493,555,748	1,702,965	2,017,241	(148,808)	3,571,398	357,140	3,214,258	1,398,698	2.30	1,815,560	2,261,264
2025	585,590,552	2,020,522	2,393,402	(176,557)	4,237,367	423,737	3,813,630	1,417,075	2.69	2,396,555	3,096,442
2026	673,603,118	2,324,200	2,753,124	(203,093)	4,874,231	487,423	4,386,808	1,433,875	3.06	2,952,933	3,896,913
2027	771,046,536	2,660,419	3,151,391	(232,472)	5,579,337		5,579,337	1,448,632	3.85	4,130,706	4,788,056
2028	864,235,629	2,981,959	3,532,269	(260,569)	6,253,659		6,253,659	1,470,842	4.25	4,782,817	5,628,305
2029	966,819,225	3,335,913	3,951,545	(291,498)	6,995,960		6,995,960	1,485,520	4.71	5,510,440	6,564,590
2030	1,065,411,976	3,676,097	4,354,509	(321,224)	7,709,382		7,709,382	1,503,341	5.13	6,206,042	7,466,953
2031	1,173,618,875	4,049,455	4,796,768	(353,849)	8,492,374		8,492,374	1,519,224	5.59	6,973,150	8,453,864
2032	1,278,105,256	4,409,974	5,223,821	(385,352)	9,248,443		9,248,443	1,537,065	6.02	7,711,378	9,406,378
2033	1,392,185,421	4,803,597	5,690,085	(419,747)	10,073,934		10,073,934	1,563,744	6.44	8,510,190	10,440,333
2034	1,502,318,755	5,183,601	6,140,217	(452,953)	10,870,865		10,870,865	1,577,790	6.89	9,293,075	11,447,492
2035	1,622,524,510	5,598,359	6,631,517	(489,195)	11,740,681		11,740,681	1,595,400	7.36	10,145,281	12,547,117
2036	1,738,810,528	5,999,592	7,106,797	(524,256)	12,582,133		12,582,133	1,616,384	7.78	10,965,749	14,528,460
2037	1,865,407,947	6,436,404	7,624,221	(562,425)	13,498,199		13,498,199	1,633,652	8.26	11,864,548	15,686,649
2038	1,988,116,348	6,859,797	8,125,750	(599,422)	14,386,124		14,386,124	1,659,289	8.67	12,726,835	16,800,359
2039	2,121,381,992	7,319,616	8,670,428	(639,602)	15,350,442		15,350,442	1,677,083	9.15	13,673,359	18,019,935
2040	2,250,793,137	7,766,137	9,199,352	(678,620)	16,286,869		16,286,869	1,697,778	9.59	14,589,091	19,200,822
2041	2,391,014,448	8,249,956	9,772,459	(720,897)	17,301,518		17,301,518	1,721,174	10.05	15,580,344	20,479,379
2042	2,527,419,750	8,720,609	10,329,969	(762,023)	18,288,555		18,288,555	1,745,799	10.48	16,542,756	21,721,277
2043	2,674,895,452	9,229,459	10,932,726	(806,487)	19,355,698		19,355,698	1,762,114	10.98	17,593,584	23,074,273
2044	2,818,597,793	9,725,290	11,520,060	(849,814)	20,395,536		20,395,536	1,786,139	11.42	18,609,396	24,384,523
2045	2,973,638,316	10,260,242	12,153,736	(896,559)	21,517,418		21,517,418	1,812,198	11.87	19,705,220	25,798,015
Total		127,704,248	151,271,648	(11,159,036)	267,816,861	2,188,973	265,627,887	43,492,779		222,135,109	284,450,880

Revenue vs. Debt Service – City of McAllen

Scenario 1
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - City and Local Government Corp. 4B
$10mm Titan Project Fund with 20 Year Debt Amortization, 1.5% Annual Growth In Taxable Assessed Value

		Calculation of City Tax Increment Revenue					Debt Service Coverage				Addtnl	
FYE	Taxable Assessed Value	City Tax Revenue 0.0008626	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	10% Tax Increment Credit to City	Tres Lagos Project Revenue	Tres Lagos City Tax Revenue	LGC Debt Service	Debt Service Coverage	Excess (Shortfall)	County Revenue 0.00122084	Excess (Shortfall)
2016								-				
2017	250,000	216	(9)	207	181	388	388	-	-	388	305	693
2018	42,227,026	36,425	(1,457)	34,968	30,556	65,524	65,524	-	-	65,524	51,552	117,076
2019	88,677,592	76,493	(3,060)	73,434	64,168	137,601	137,601	925,738	0.15	(788,137)	108,261	(679,876)
2020	162,465,752	140,143	(5,606)	134,537	117,561	252,098	252,098	925,300	0.27	(673,202)	198,345	(474,857)
2021	244,828,374	211,189	(8,448)	202,741	177,159	379,901	379,901	924,375	0.41	(544,474)	298,896	(245,578)
2022	323,398,838	278,964	(11,159)	267,805	234,013	501,819	501,819	922,963	0.54	(421,144)	394,818	(26,326)
2023	410,494,061	354,092	(14,164)	339,928	297,036	636,964	636,964	925,863	0.69	(288,899)	501,148	212,249
2024	493,555,748	425,741	(17,030)	408,712	357,140	765,851	765,851	922,700	0.83	(156,849)	602,553	445,704
2025	585,590,552	505,130	(20,205)	484,925	423,737	908,662	908,662	923,688	0.98	(15,026)	714,912	699,886
2026	673,603,118	581,050	(23,242)	557,808	487,423	1,045,231	1,045,231	923,613	1.13	121,618	822,362	943,980
2027	771,046,536	665,105	(26,604)	638,501	-	638,501	638,501	922,475	0.69	(283,974)	941,324	657,350
2028	864,235,629	745,490	(29,820)	715,670	-	715,670	715,670	925,275	0.77	(209,605)	1,055,093	845,488
2029	966,819,225	833,978	(33,359)	800,619	-	800,619	800,619	926,800	0.86	(126,181)	1,180,332	1,054,151
2030	1,065,411,976	919,024	(36,761)	882,263	-	882,263	882,263	922,050	0.96	(39,787)	1,300,698	1,260,911
2031	1,173,618,875	1,012,364	(40,495)	971,869	-	971,869	971,869	923,956	1.05	47,913	1,432,801	1,480,714
2032	1,278,105,256	1,102,494	(44,100)	1,058,394	-	1,058,394	1,058,394	923,756	1.15	134,638	1,560,362	1,695,000
2033	1,392,185,421	1,200,899	(48,036)	1,152,863	-	1,152,863	1,152,863	922,356	1.25	230,507	1,699,636	1,930,143
2034	1,502,318,755	1,295,900	(51,836)	1,244,064	-	1,244,064	1,244,064	923,738	1.35	320,326	1,834,091	2,154,417
2035	1,622,524,510	1,399,590	(55,984)	1,343,606	-	1,343,606	1,343,606	922,613	1.46	420,993	1,980,843	2,401,836
2036	1,738,810,528	1,499,898	(59,996)	1,439,902	-	1,439,902	1,439,902	-		1,439,902	2,122,809	3,562,711
2037	1,865,407,947	1,609,101	(64,364)	1,544,737	-	1,544,737	1,544,737	-		1,544,737	2,277,365	3,822,101
2038	1,988,116,348	1,714,949	(68,598)	1,646,351	-	1,646,351	1,646,351	-		1,646,351	2,427,172	4,073,523
2039	2,121,381,992	1,829,904	(73,196)	1,756,708	-	1,756,708	1,756,708	-		1,756,708	2,589,868	4,346,576
2040	2,250,793,137	1,941,534	(77,661)	1,863,873	-	1,863,873	1,863,873	-		1,863,873	2,747,858	4,611,731
2041	2,391,014,448	2,062,489	(82,500)	1,979,990	-	1,979,990	1,979,990	-		1,979,990	2,919,046	4,899,036
2042	2,527,419,750	2,180,152	(87,206)	2,092,946	-	2,092,946	2,092,946	-		2,092,946	3,085,575	5,178,521
2043	2,674,895,452	2,307,365	(92,295)	2,215,070	-	2,215,070	2,215,070	-		2,215,070	3,265,619	5,480,690
2044	2,818,597,793	2,431,322	(97,253)	2,334,070	-	2,334,070	2,334,070	-		2,334,070	3,441,057	5,775,126
2045	2,973,638,316	2,565,060	(102,602)	2,462,458	-	2,462,458	2,462,458	-		2,462,458	3,630,337	6,092,795
Total		31,926,062	(1,277,042)	30,649,020	2,188,973	32,837,993	32,837,993	15,707,259		17,130,734	45,185,038	62,315,772

Revenue vs. Debt Service – 25% Reduction in TAV



Revenue vs. Debt Service – REI - 25% Reduction in TAV

Scenario 2
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - Rhodes Enterprises, Inc.
$10mm A&M Project Fund with 20 Year Debt Amortization, 25% Reduction in Taxable Assessed Value

		Calculation of Rhodes Tax Increment Revenue					Debt Service Coverage				
FYE	Taxable Assessed Value	City Tax Rate Rhodes Share 0.0034504	County Tax Rate Rhodes Share 0.00408716	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	Redirected10% Tax Increment Credit to City	Net Rhodes Tax Increment Revenues	Master Infrastructure Debt Service	Debt Service Coverage	Excess (Shortfall)	Total Rhodes Obligation
2016								866,163	-	(866,163)	(866,163)
2017	187,500	647	766	(57)	1,357	136	1,221	866,163	0.00	(864,942)	(864,422)
2018	31,667,457	109,265	129,430	(9,548)	229,148	22,915	206,233	866,163	0.24	(659,930)	(572,131)
2019	66,030,328	227,831	269,877	(19,908)	477,799	47,780	430,019	866,163	0.50	(436,143)	(1,178,810)
2020	120,373,825	415,338	491,987	(36,293)	871,032	87,103	783,929	866,163	0.91	(82,234)	(673,793)
2021	180,318,051	622,169	736,989	(54,366)	1,304,792	130,479	1,174,313	1,345,956	0.87	(171,644)	(596,079)
2022	236,491,580	815,991	966,579	(71,303)	1,711,267	171,127	1,540,140	1,368,811	1.13	171,329	(95,951)
2023	298,174,760	1,028,822	1,218,688	(89,900)	2,157,610	215,761	1,941,849	1,384,382	1.40	557,467	458,306
2024	355,852,967	1,227,835	1,454,428	(107,291)	2,574,973	257,497	2,317,475	1,398,698	1.66	918,778	982,695
2025	419,326,568	1,446,844	1,713,855	(126,428)	3,034,271	303,427	2,730,844	1,417,075	1.93	1,313,769	1,552,682
2026	478,748,099	1,651,872	1,956,720	(144,344)	3,464,249	346,425	3,117,824	1,433,875	2.17	1,683,949	2,087,685
2027	544,252,628	1,877,889	2,224,448	(164,093)	3,938,243		3,938,243	1,448,632	2.72	2,489,612	2,682,276
2028	605,470,174	2,089,114	2,474,653	(182,551)	4,381,217		4,381,217	1,470,842	2.98	2,910,375	3,225,670
2029	672,685,220	2,321,033	2,749,372	(202,816)	4,867,589		4,867,589	1,485,520	3.28	3,382,069	3,833,558
2030	735,753,067	2,538,642	3,007,141	(221,831)	5,323,952		5,323,952	1,503,341	3.54	3,820,611	4,406,072
2031	804,922,357	2,777,304	3,289,846	(242,686)	5,824,465		5,824,465	1,519,224	3.83	4,305,241	5,030,519
2032	870,083,930	3,002,138	3,556,172	(262,332)	6,295,977		6,295,977	1,537,065	4.10	4,758,912	5,617,902
2033	941,265,370	3,247,742	3,847,102	(283,794)	6,811,050		6,811,050	1,563,744	4.36	5,247,306	6,253,543
2034	1,008,203,284	3,478,705	4,120,688	(303,976)	7,295,417		7,295,417	1,577,790	4.62	5,717,627	6,859,633
2035	1,081,456,514	3,731,458	4,420,086	(326,062)	7,825,482		7,825,482	1,595,400	4.91	6,230,082	7,523,304
2036	1,150,417,627	3,969,401	4,701,941	(346,854)	8,324,488		8,324,488	1,616,384	5.15	6,708,104	9,065,236
2037	1,225,804,073	4,229,514	5,010,057	(369,583)	8,869,989		8,869,989	1,633,652	5.43	7,236,337	9,747,931
2038	1,296,849,534	4,474,650	5,300,432	(391,003)	9,384,078		9,384,078	1,659,289	5.66	7,724,789	10,381,951
2039	1,374,432,458	4,742,342	5,617,525	(414,395)	9,945,472		9,945,472	1,677,083	5.93	8,268,389	11,084,513
2040	1,447,625,270	4,994,886	5,916,676	(436,462)	10,475,100		10,475,100	1,697,778	6.17	8,777,322	11,743,413
2041	1,527,469,830	5,270,382	6,243,014	(460,536)	11,052,860		11,052,860	1,721,174	6.42	9,331,685	12,461,373
2042	1,602,874,894	5,530,560	6,551,206	(483,271)	11,598,495		11,598,495	1,745,799	6.64	9,852,696	13,136,884
2043	1,685,048,198	5,814,090	6,887,062	(508,046)	12,193,106		12,193,106	1,762,114	6.92	10,430,992	13,883,548
2044	1,762,732,380	6,082,132	7,204,569	(531,468)	12,755,233		12,755,233	1,786,139	7.14	10,969,094	14,580,819
2045	1,847,303,547	6,373,936	7,550,225	(556,966)	13,367,195		13,367,195	1,812,198	7.38	11,554,997	15,340,004
Total		84,092,533	99,611,534	(7,348,163)	176,355,904	1,582,650	174,773,254	43,492,779		131,280,476	167,092,169

Revenue vs. Debt Service – City of McAllen - 25% Reduction in TAV

Scenario 2
City of McAllen, TX
Tres Lagos Master Planned Community
Taxable Assessed Value, Tax Increment Revenue and Debt Service Coverage - City and Local Government Corp. 4B
$10mm A&M Project Fund with 20 Year Debt Amortization, 25% Reduction in Taxable Assessed Value

		Calculation of City Tax Increment Revenue					Debt Service Coverage				Addtnl	
FYE	Taxable Assessed Value	City Tax Revenue 0.0008626	Delinquency Rate 4.0%	Net Collected Tax Increment Revenues	10% Tax Increment Credit to City	Tres Lagos Project Revenue	Tres Lagos City Tax Revenue	LGC Debt Service	Debt Service Coverage	Excess (Shortfall)	County Revenue 0.00122084	Excess (Shortfall)
2016								-				
2017	187,500	162	(6)	155	136	291	291	-	-	291	229	520
2018	31,667,457	27,316	(1,093)	26,224	22,915	49,138	49,138	-	-	49,138	38,661	87,799
2019	66,030,328	56,958	(2,278)	54,679	47,780	102,459	102,459	925,738	0.11	(823,279)	80,612	(742,666)
2020	120,373,825	103,834	(4,153)	99,681	87,103	186,784	186,784	925,300	0.20	(738,516)	146,957	(591,559)
2021	180,318,051	155,542	(6,222)	149,321	130,479	279,800	279,800	924,375	0.30	(644,575)	220,139	(424,436)
2022	236,491,580	203,998	(8,160)	195,838	171,127	366,964	366,964	922,963	0.40	(555,999)	288,718	(267,280)
2023	298,174,760	257,206	(10,288)	246,917	215,761	462,678	462,678	925,863	0.50	(463,185)	364,024	(99,161)
2024	355,852,967	306,959	(12,278)	294,680	257,497	552,178	552,178	922,700	0.60	(370,522)	434,440	63,917
2025	419,326,568	361,711	(14,468)	347,243	303,427	650,670	650,670	923,688	0.70	(273,018)	511,931	238,912
2026	478,748,099	412,968	(16,519)	396,449	346,425	742,874	742,874	923,613	0.80	(180,739)	584,475	403,736
2027	544,252,628	469,472	(18,779)	450,693	-	450,693	450,693	922,475	0.49	(471,782)	664,445	192,664
2028	605,470,174	522,279	(20,891)	501,387	-	501,387	501,387	925,275	0.54	(423,888)	739,182	315,295
2029	672,685,220	580,258	(23,210)	557,048	-	557,048	557,048	926,800	0.60	(369,752)	821,241	451,489
2030	735,753,067	634,661	(25,386)	609,274	-	609,274	609,274	922,050	0.66	(312,776)	898,237	585,461
2031	804,922,357	694,326	(27,773)	666,553	-	666,553	666,553	923,956	0.72	(257,403)	982,681	725,278
2032	870,083,930	750,534	(30,021)	720,513	-	720,513	720,513	923,756	0.78	(203,243)	1,062,233	858,990
2033	941,265,370	811,936	(32,477)	779,458	-	779,458	779,458	922,356	0.85	(142,898)	1,149,134	1,006,237
2034	1,008,203,284	869,676	(34,787)	834,889	-	834,889	834,889	923,738	0.90	(88,849)	1,230,855	1,142,006
2035	1,081,456,514	932,864	(37,315)	895,550	-	895,550	895,550	922,613	0.97	(27,063)	1,320,285	1,293,222
2036	1,150,417,627	992,350	(39,694)	952,656	-	952,656	952,656	-		952,656	1,404,476	2,357,132
2037	1,225,804,073	1,057,379	(42,295)	1,015,083	-	1,015,083	1,015,083	-		1,015,083	1,496,511	2,511,594
2038	1,296,849,534	1,118,662	(44,746)	1,073,916	-	1,073,916	1,073,916	-		1,073,916	1,583,246	2,657,162
2039	1,374,432,458	1,185,585	(47,423)	1,138,162	-	1,138,162	1,138,162	-		1,138,162	1,677,962	2,816,124
2040	1,447,625,270	1,248,722	(49,949)	1,198,773	-	1,198,773	1,198,773	-		1,198,773	1,767,319	2,966,092
2041	1,527,469,830	1,317,595	(52,704)	1,264,892	-	1,264,892	1,264,892	-		1,264,892	1,864,796	3,129,688
2042	1,602,874,894	1,382,640	(55,306)	1,327,334	-	1,327,334	1,327,334	-		1,327,334	1,956,854	3,284,188
2043	1,685,048,198	1,453,523	(58,141)	1,395,382	-	1,395,382	1,395,382	-		1,395,382	2,057,174	3,452,556
2044	1,762,732,380	1,520,533	(60,821)	1,459,712	-	1,459,712	1,459,712	-		1,459,712	2,152,014	3,611,726
2045	1,847,303,547	1,593,484	(63,739)	1,529,745	-	1,529,745	1,529,745	-		1,529,745	2,255,262	3,785,007
Total		21,023,133	(840,925)	20,182,208	1,582,650	21,764,858	21,764,858	15,707,259		6,057,599	29,754,095	35,811,693

CITY OF McALLEN, TEXAS

Jefferies

Bond Financing Assumptions – Sources and Uses

Project Sources And Uses (1)

	(A&M Buildings) LGC 4B Contract Revenue Bonds	Master Infrastructure Certficates of Obligation	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$12,840,000.00	$24,770,000.00	$37,610,000.00
Total Sources	**$12,840,000.00**	**$24,770,000.00**	**$37,610,000.00**
Uses Of Funds			
Deposit to Project Construction Fund	10,000,000.00	24,500,000.00	34,500,000.00
Deposit to Capitalized Interest (CIF) Fund (2)	1,352,213.00	-	1,352,213.00
Deposit to Debt Service Reserve Fund (DSRF) (2)	1,284,000.00	-	1,284,000.00
Total Underwriter's Discount (0.600%) (2)	77,040.00	148,620.00	225,660.00
Costs of Issuance	122,500.00	122,500.00	245,000.00
Rounding Amount	4,247.00	(1,120.00)	3,127.00
Total Uses	**$12,840,000.00**	**$24,770,000.00**	**$37,610,000.00**

(1) Estimated Sources and Uses of Funds as of 8/27/2015.
(2) Capitalized Interest Funding, Debt Service Reserve Fund, and Underwriter Discount will change based on actual interest rates.

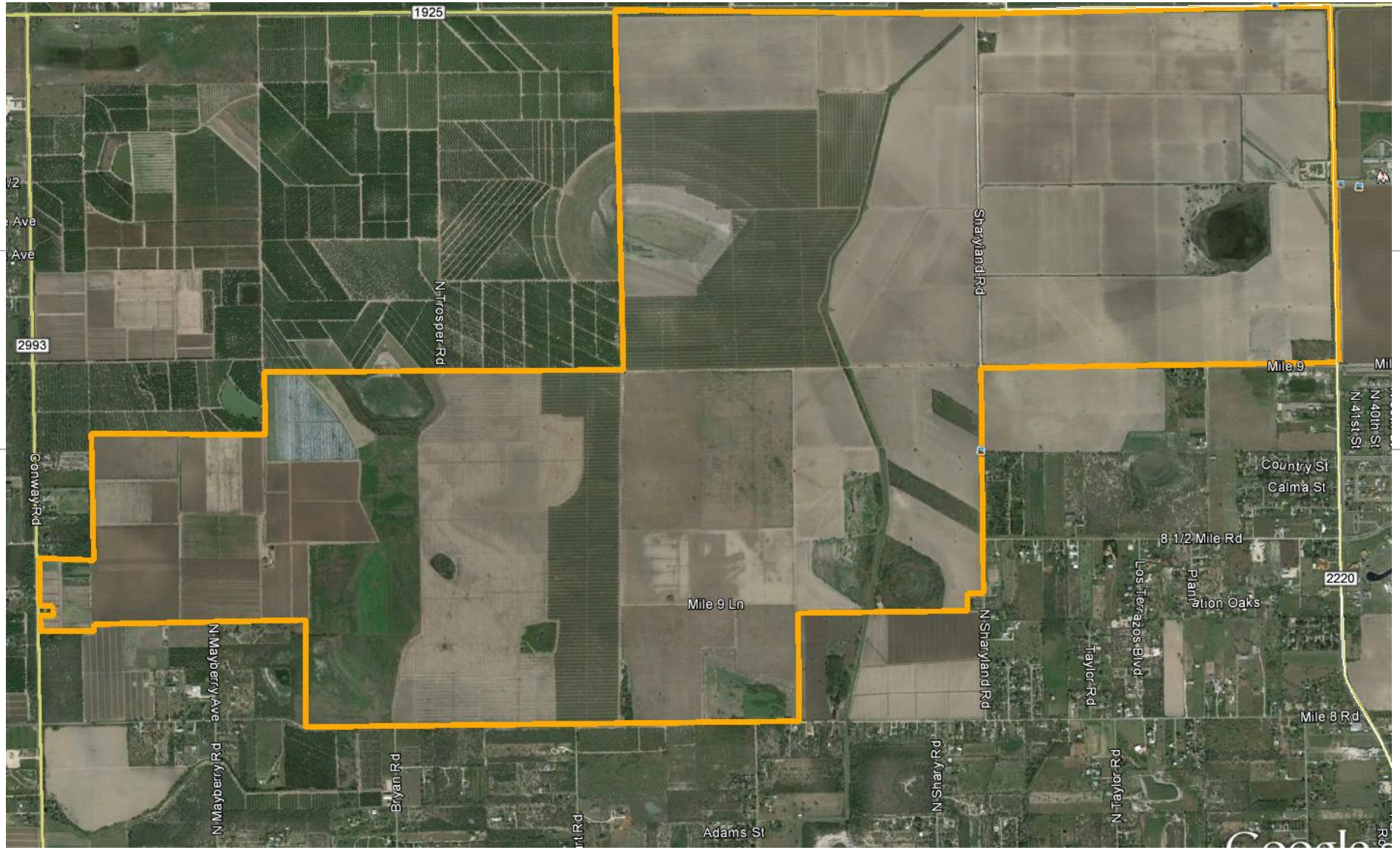
Financing Schedule

Financing Timeline	
Week 1	▪ Kickoff Meeting, ▪ Hire All Consultants ▪ Refine Business Points As Necessary
Week 2	▪ First Draft Indenture Distributed
Week 3	▪ First Draft Preliminary Offering Statement (POS) Distributed ▪ Comments due on Indenture
Week 4	▪ Second Draft Indenture Distributed ▪ Comments due on POS
Week 5	▪ Second Draft POS Distributed ▪ Documents Sent to Rating Agencies and Insurers ▪ [Prefile with Attorney General As Necessary]
Week 6	▪ Rating Agency Conference Calls and Presentations ▪ Receive Rating
Week 7	▪ Post POS Electronically ▪ C of O Marketing Begins
Week 8 & 9	▪ C of O Pricing
Week 11	▪ C of O Closing

Project Plan and Finance Plan – General Information

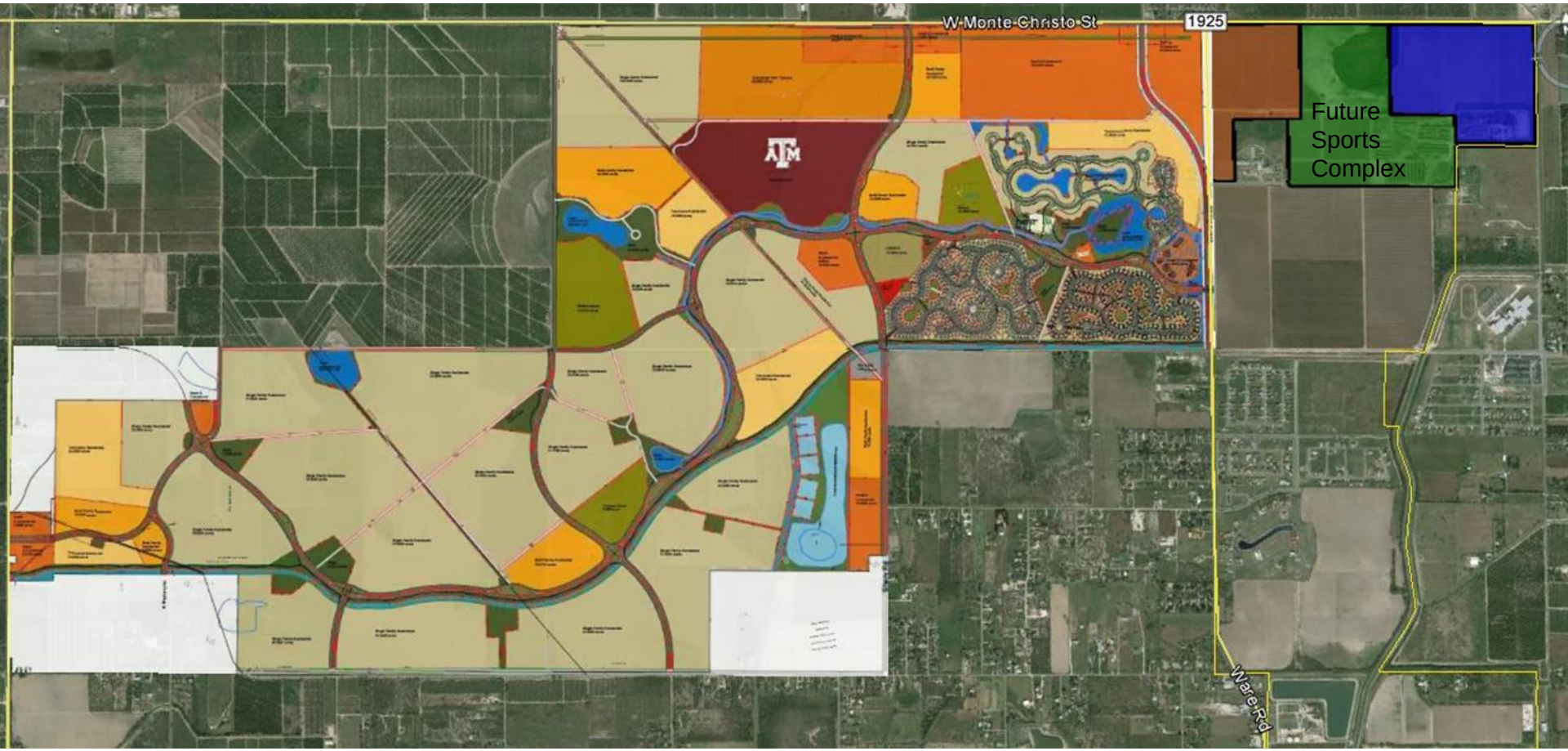
DESCRIPTION AND MAP SHOWING EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE

All real property in the Zone is currently undeveloped farm land, with no residential structures, and is under agricultural exemption.



DESCRIPTION AND MAP SHOWING PROPOSED USES OF PROPERTY IN THE ZONE

The proposed uses in the Zone are as depicted in the Original Finance and Project Plan, as modified in the Below Land Plan
The proposed use of the 100 Acre A&M Site will be an institutional and/or office use meeting the requirements of the C-4 Zoning District
All other Land Use and Zoning will be adjusted as indicated below
No other changes in City or County Master Plan, building codes, other municipal ordinances, and subdivision rules and regulations are required
(A full size copy of the below plan is available for inspection and copying at the Board's Office)



OTHER PROJECT PLAN DETAILS:

ESTIMATED PROJECT COSTS: The Original Project and Finance Plan for the Zone is not reduced or diminished by this Amendment. This Amendment only structures financing for funding (Series B) of the first $24.5mm of the overall $258.9mm in infrastructure costs, and adds an additional $10mm in vertical and onsite project cost for building on the 100 acre Site, and structures Contract Revenue Bond financing (Series A) for funding such $10.0mm.

ESTIMATED NON-PROJECT COSTS:
$0.00

METHOD OF RELOCATING PERSONS TO BE DISPLACED:
No displacement will occur as a result of the Project

OTHER FINANCE PLAN DETAILS:

ESTIMATED PROJECT COSTS OF THE ZONE: The project costs for infrastructure and administrative expenses for the original Tres Lagos Project is provided in the Original Project and Finance Plan for the Zone and will not substantially change as a result of this Amendment and Supplemental Project and Finance Plan for the A&M Project. The only changes to the Original Project and Finance Plan will be the issuance of Series B Certificates of Obligation to fund Project Costs, the issuance of Series A Contract Revenue Bonds and the priority of use of the TIF funds which will be:

(1st) Payment of Series A and Series B debt service
(2nd) Payment of City Approved Pre-TIRZ Administrative costs
(3rd) Payment of City and County Approved Administrative costs
(4th) Payment of City project costs (fiber, water reuse, and fire station)
(5th) Payment of those public works and public improvements in those locations and quantities as set forth in the Original Project and Finance Plan, as amended and supplemented hereby.

OTHER FINANCE PLAN DETAILS (con't.):

ECONOMICALLY FEASIBILITY AND ECONOMIC FEASIBILITY STUDY DETAILS:
The economic feasibility of this Project Plan and Finance Plan, as amended and supplemented hereby, was analyzed by the independent economic consultant for the Developer, City Staff, and County Staff. In addition all financial projections contained in this Project and Finance Plan were reviewed, stress tested, and adjusted by the City's Financial Advisor, and by Jeffries, for the contemplated bond transactions. After consultation with the above parties, and after consideration of this Plan and its attachments, by their respective action approving this Amended and Supplemental Project Plan and Finance Plan, the Board of the Zone and the Commission for the City of McAllen find that this Project Plan and Finance Plan is Economically Feasible and will provide benefit to the City of McAllen and Hidalgo County.

ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED:
(1) Series A for funding Project Cost of vertical construction and associated site work -$10,000,000.00 (plus cost of issuance)
(1) Series B for funding Project Cost of Master Infrastructure for expanded Phase I -$24,5000,000.00 (plus cost of issuance)

ESTIMATED TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED:
Year 2016 -See slides on pages 8 thru 27 hereof for details of issuance of obligations

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT ANTICIPATED TO CONTRIBUTE TAX INCREMENT TO THE ZONE THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE:
Method of financing project costs and percent of Tax Increment to be derived from taxes of each taxing unit are set forth in the forgoing slides and spreadsheets on pages 9 thru 30 hereof. In summary they are:

	Original Project Tres Lagos	Supplemental Project A&M Project
City of McAllen Tax Increment	80%	20%
Hidalgo County Tax Increment	77%	23% (only if shortfall in Series A debt service)

CURRENT TOTAL APPRAISED VALUE OF TAXABLE REAL PROPERTY IN THE ZONE:
Appraised assessed value: $1,064,613.00

ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE:
See tables on page 17 hereof

DURATION OF THE ZONE:
30 years

BOND ISSUANCE TEAM:
Financial Adviser: First Southwest -Anne Burger Entrekin
Co-Underwriters: Jeffries – Matt Challis & Raymond James -Tom Oppenheim

EXHIBIT IV

September 10, 2015

METES AND BOUNDS DESCRIPTION
95.465 ACRES BEING ALL LOTS 1-5, BLOCK 1, AND PORTIONS OF LOTS 6-10, BLOCK 5, M & M SUBDIVISION, HIDALGO COUNTY, TEXAS

A tract of land containing 95.465 acres situated in Hidalgo County, Texas, said 95.465 acres being all of Lots 1-5, Block 1, and part or portion out of Lots 6-10, Block 5, all out of M & M SUBDIVISION, recorded in Volume 8, Page 20, Hidalgo County Map Records, said 95.465 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 3, Block 1 and being within the existing right-of-way of Monte Cristo Road (FM 1925), for the Northeast corner of this tract;

1. THENCE, S 09° 01' 00" W along the East line of said Lots 3, 4 and 5, Block 1, and within the existing right-of-way of 29th Street (Rooth Road), a distance of 1983.50 feet to the Southeast corner of this tract;

2. THENCE, N 80° 14' 00" W a distance of 2103.82 feet to the Southwest corner of this tract;

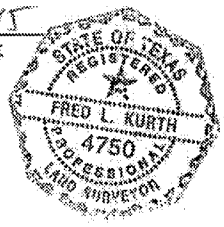
3. THENCE, N 09° 01' 00" E a distance of 1970.05 feet to the North line of said Lot 6, Block 5, for the Northwest corner of this tract;

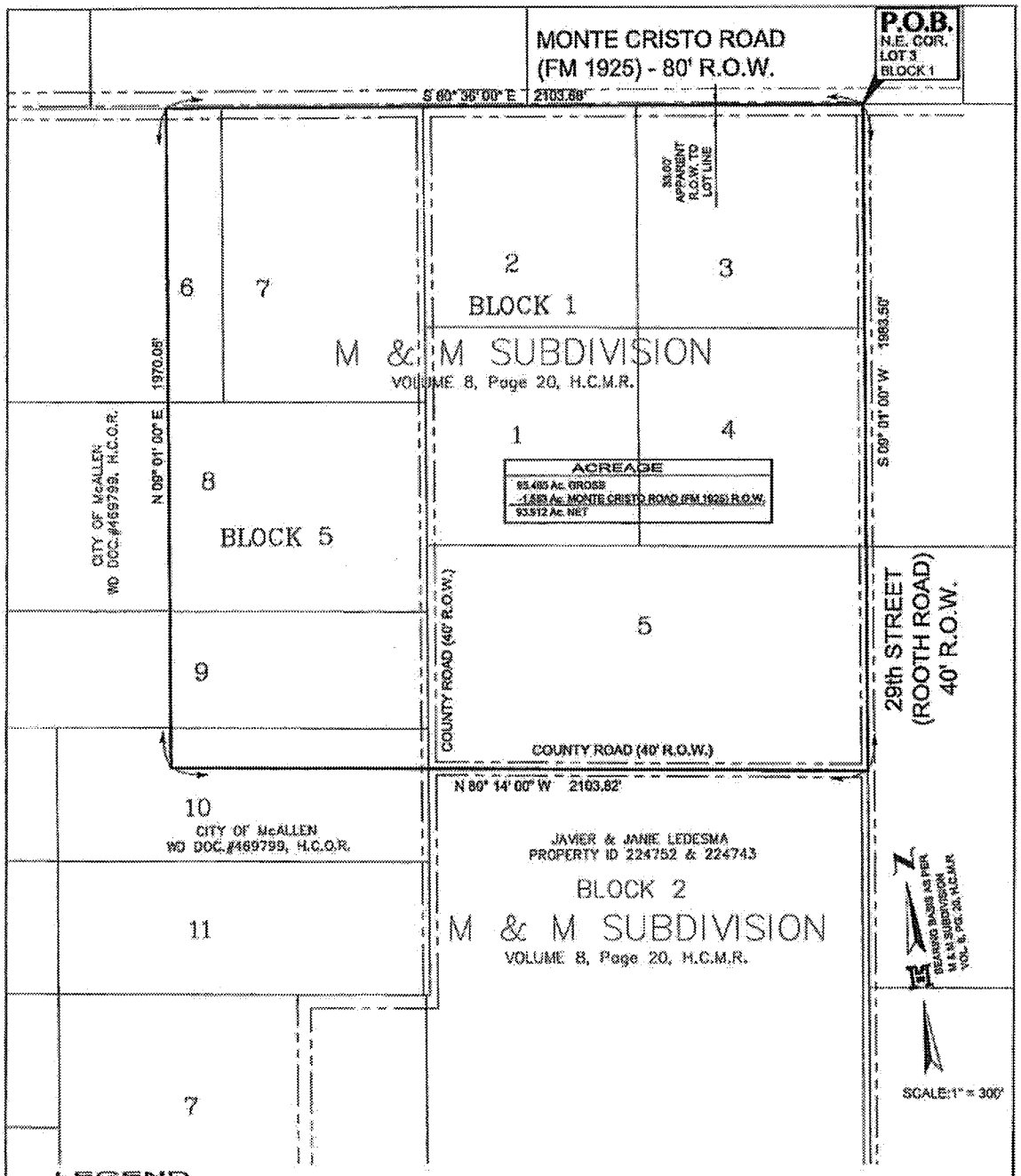
4. THENCE, S 80° 36' 00" E along the North line of said Lots 6 and 7, Block 5 and Lots 2 and 3, Block 1, and within the existing right-of-way of Monte Cristo Road (FM 1925), a distance of 2103.68 feet to the POINT OF BEGINNING and containing 100.00 acres, of which 1.553 acres lie within Monte Cristo Road (FM 1925), leaving a net of 93.912 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09-10-2015 UNDER MY DIRECTION AND SUPERVISION.

Fred L. Kurth 9-11-15

FRED L. KURTH, R.P.L.S. #4750 DATE:





LEGEND

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.E. COR. - NORTHEAST CORNER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
DOC. - DOCUMENT

PLAT SHOWING
95.465 ACRES BEING ALL OF LOTS 1-5, BLOCK 1, AND PORTIONS OF LOTS 6-10, BLOCK 5, M & M SUBDIVISION, RECORDED IN VOLUME 8, PAGE 20, H.C.M.R., HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 09/10/15 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

9-11-15

FRED L. KURTH, RPLS No. 4750 DATE:

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0005 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

EXHIBIT "B"

McILDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10006500
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5252
FAX: (956) 486-8391
116 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.mcildenandhunt.com

DATE: 09-10-15
JOB No. 07109.02
FILE NAME: SECURITY SURVEY
DRAWN BY: R.N.

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September 10, 2015

METES AND BOUNDS DESCRIPTION
54.535 ACRES OUT OF SECTION 231, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS

A tract of land containing 54.535 acres situated in Hidalgo County, Texas, said 54.535 acres being a part or portion out of SECTION 231, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, according to the patent issued by the State of Texas to W.S. Daugherty Recorded in Volume 4, Page 142-143, Hidalgo County Deed Records, said 54.535 acres also being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 231, said corner being in the intersection of Ware Road (FM 2220) and Monte Cristo Road (FM 1925), for the Northwest corner of this tract;

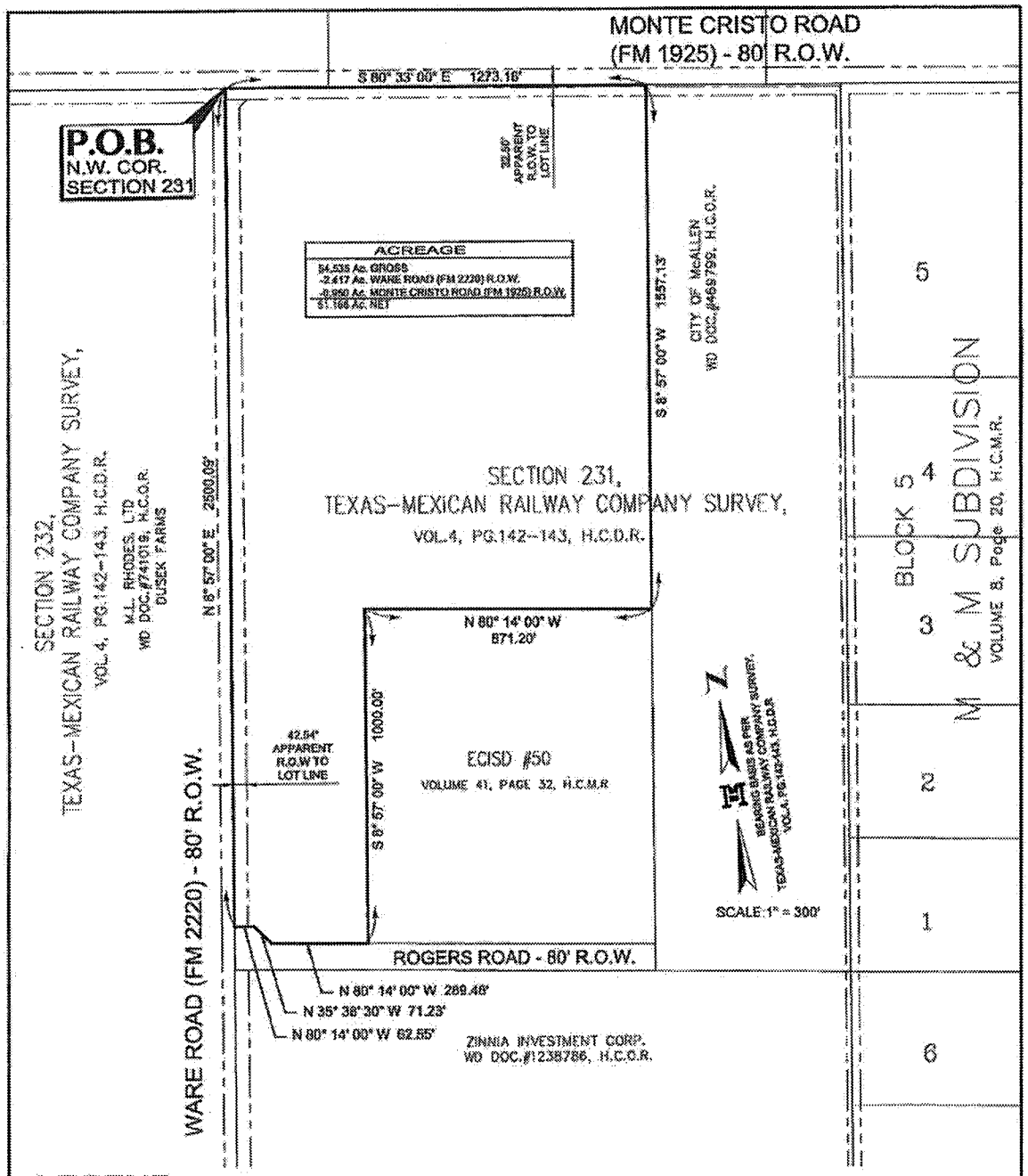
1. THENCE, S 80° 33' 00" E a distance of 1273.16 feet to the Northeast corner of this tract;
2. THENCE, S 08° 57' 00" W a distance of 1557.13 feet to the Northernmost Southeast corner of this tract;
3. THENCE, N 80° 14' 00" W along the North line of ECISD #50 as recorded in Volume 41, Page 32, Hidalgo County Map Records, a distance of 871.20 feet to an inside corner of this tract;
4. THENCE, S 08° 57' 00" W along the West line of said ECISD #50, a distance of 1000.00 feet to the Southernmost Southeast corner of this tract;
5. THENCE, N 80° 14' 00" W along the existing North right-of-way line of Rogers Road (80' right-of-way) a distance of 289.48 feet to an outside point of this tract;
6. THENCE, N 35°38' 30" W along a corner clip of said Rogers Road, a distance of 71.23 feet to an inside corner of this tract;
7. THENCE, N 80°14' 00" W along a corner clip of said Rogers Road, a distance of 62.55 feet to the Southwest corner of this tract;
8. THENCE, N 08° 57' 00" E along the West line of said Section 231 and within the existing right-of-way of Ware Road (FM 2220) a distance of 2500.09 feet to the POINT OF BEGINNING, and containing 54.535 acres of land, more or less, of which 0.950 of one acre lies within Monte Cristo Road (FM 1925) and 2.417 acres lie within Ware Road (FM 2220), leaving a net of 51.168 acres more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 09-10-2015 UNDER MY DIRECTION AND SUPERVISION.

Fred L Kurth 9-11-15

FRED L. KURTH, R.P.L.S. #4750 DATE:

Y:\Land Development\Residential\Mcallen\07105 - Tres Lagos\07105.00 - Plat Development\Metes & Bounds\M&B Mcallen Swap-West.Docx9/11/2015 10:35 AM



LEGEND

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
DOC. - DOCUMENT

PLAT SHOWING
54.535 ACRES OUT OF SECTION 231, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS, TO W. S. DAUGHERTY RECORDED IN VOLUME 4, PAGES142-143, H.C.D.R., HIDALGO COUNTY, TEXAS

NOTES:

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Fred L Kurth 9-11-15

FRED L. KURTH, RPLS No. 4750 DATE:

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0005 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

EXHIBIT "B"

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115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE: 09-10-15
JOB No. 0710S.02
FILE NAME: SECURITY SURVEY
DRAWN BY: R.N.

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ORDINANCE NO. 2014-75

DESIGNATING THE TRES LAGOS DEVELOPMENT PROJECT BEING A +/- 2571 ACRE AREA LOCATED IN THE NORTHERN MOST AREA OF THE CITY AS A TAX INCREMENT REINVESTMENT ZONE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION DATE FOR THE ZONE; NAMING THE ZONE "REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS"; ESTABLISHING A TAX INCREMENT FUND; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Board of Commissioners (the "Commission") of the City of McAllen, Texas (the "City") desires to support revitalization, economic development and job creation activities for the community through the construction of the TRES LAGOS Development Project (the "Project"), to be funded in whole or in part through the creation of a Tax Increment Reinvestment Zone (a "Reinvestment Zone"), as hereinafter more specifically defined and named, and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act (the "Act"), *Texas Tax Code*, *Chapter 311*; and

WHEREAS, the City received a petition for Reinvestment Zone designation by owners representing over 50% of the appraised value of the land in the proposed Reinvestment Zone; and the City agrees to create the Zone (as defined below) as petitioned; and

WHEREAS, the proposed public improvements for the Zone are those set forth in the preliminary project plan for the Zone; and

WHEREAS, pursuant to the Act, the City may designate a contiguous geographic area within the jurisdiction of the City to be a Reinvestment Zone if the area satisfies certain sections of the Act; and

WHEREAS, on October 27, 2014, the Commission adopted Resolution No. 2014-51, expressing its intent to create the proposed Zone in order to encourage the growth and development of new housing opportunities within the City limits; and

WHEREAS, on November 18, 2014, the Commissioners Court of Hidalgo County (the "County") passed and approved a Resolution of Intent to Participate to Participate in Proposed Reinvestment Zone Number One, City of McAllen, Texas, by pledging 77% of its maintenance and operation portion of the County's assessed and collected taxes during the term of the Zone; and

WHEREAS, pursuant to §311.003(b) of the Act, the City has distributed a copy of the preliminary finance plan for the Zone to the governing body of each taxing unit that levies taxes on real property in the proposed Zone; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MCALLEN:

SECTION 1. FINDINGS. The City hereby finds and declares that: (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone area meets the requirements of Section 311.005(a)(4) of the Act, being that the Zone area:

> (1) is an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the municipality by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City, pursuant to the Act, further finds and declares that:

> (1) the proposed Zone is a contiguous geographical area located wholly within the jurisdictional limits of the City of McAllen;
> (2) the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen (15%) of the total appraised value of taxable real property in the City;
> (3) the proposed Zone does not contain more than fifteen (15%) of the appraised value of real property taxable by Hidalgo County; and
> (4) development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future without creation of the Zone.

SECTION 2. DESIGNATING THE AREA AS A REIVESTMENT ZONE. The area located in the northwestern most part of the City's jurisdictional limits and being commonly referred to as the "Tres Lagos Development Project", with the boundaries as more specifically described in Exhibits A and B attached hereto, and officially assigned the name as designated in Section 6 below (which reinvestment Zone so described, named and designated is hereinafter referred to as the "Zone"), is hereby designated as a Tax Increment Reinvestment Zone pursuant to the Act, specifically Chapter 311.005(a)(4) thereof.

SECTION 3. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits "A" & "B" which are incorporated herein as if a part hereof, is a field notes description and a map depicting the

boundaries of the Zone, which consists of approximately 2571+/- acres of real property within the jurisdictional limits of the City.

SECTION 4. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE AND AUTHORITY OF BOARD. There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights, powers and duties as provided by the Act. Pursuant to §311.009(b) and §311.009(e)(2) the Board shall consist of nine (9) members and have the following composition:

a) Six (6) members appointed by the City of McAllen, Texas by Ordinance of the City Commission and meeting the requirements of §311.009(e)(2) of the Texas Tax Code, which said members for the purpose of establishing the initial Board shall be:
    1. Mike Rhodes (hereby designated as Presiding Officer)
    2. Megan Clay
    3. Jaime Gonzalez
    4. Lori Rhodes
    5. Nick Rhodes
    6. James Darling; and
b) One member appointed by Hidalgo County, Texas provided if the County waives the appointment of a board member the position shall be filled by an appointment made by the Commission; and
c) The member of the State Senate, or their designee, pursuant to §311.009(b); and
d) The member of the State House of Representatives, or their designee, pursuant to §311.009(b).

The term of each initial director shall be determined by lot and then recorded in the minutes of the organizational meeting of the Board. Four (4) of the initial directors shall serve an initial term of three (3) years, and three (3) shall serve an initial term of two (2) years. The term of each subsequent director shall be two (2) years. Vacancies shall be filled for the reminader of the unexpired term, by appointment made by the governing body that appointed the director who served in the vacated position.

The Commission shall annually appoint a member of the Board to serve as chairman of the Board for a one year term beginning January 1st and ending December 31st. The Board may elect a vice-chairman to serve in the absence of the chairman, and other officers as it deems appropriate.

The Board may hold its meetings at any place within the City as the Board may from time to time determine; provided that, in the absence of any such determination by the Board, the meetings shall be held at the City Commission Chambers of the City. The Board shall conduct its meetings in accordance with the requirements of the Act and the Texas Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*, as amended. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each of the Directors but public notice of each meeting shall be given in the manner prescribed by law. Special meetings of the Board shall be held whenever called by the chairman, the

vice-chairman in the absence of the chairman, or upon advice of or request by the Mayor. A majority of the directors fixed by this Ordinance shall constitute a quorum for Board meetings. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law.

The Board shall make recommendations to the Commission concerning the administration of the Zone. The Board shall prepare and adopt a project plan and financing plan for the Zone and must submit such plans to the Commission for its final approval. The Board shall possess all powers necessary to prepare, monitor, and administer such project plan and financing plan for the Zone as set forth in the project plan, financing plan and Development Agreement (as defined below) (hereafter collectively the "Governing Documents"). The Board shall have the power to enter into agreements for the acquisition of professional services relating to accounting and auditing functions required for administration the Zone. The Board shall have the power to review reimbursement requests submitted by the Developer and the City and shall approve payment of said reimbursements provided all of the prerequisites for approving the reimbursement as set forth in the Governing Documents have been complied with. All actions of the Board in administering the Zone must be carried out pursuant to the policies and procedures established by the Board, and must be in compliance with the Governing Documents and the Act. The Board shall submit an annual report on the status of the Zone to the Commission no later than 30 days prior to the end of the City's fiscal year. The Board may not undertake any of the projects set forth in the project plan or financing plan for the Zone in place of the Developer or the City without subsequent written authorization of the Commission to do so. Any powers not herein specifically delegated to the Board are specifically reserved to the Commission and the Board shall not have any rights of the City with respect to the Zone unless specifically delegated herein or by the Commission pursuant to a subsequent ordinance. Without limiting the foregoing, the Board shall NOT have any of the City's powers under *Chapter 211 of the Texas Local Government Code* nor shall the Board have any other powers which City is entitled to delegate to the Board under Sections 311.010 (b) (provided the Board may enter into the Development Agreement and contracts for professional accounting and auditing services), (c), (d), (f), or (h) of the Act.

SECTION 5. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect immediately upon passage of this ordinance (the "Effective Date"). The term of the Zone shall be for a period of 30 years, beginning on the later of the Effective Date or the date of approval of the Development Agreement (so called herein) between the City, the Zone and Rhodes Enterprises, Inc. ("Developer") (the "Term"), unless otherwise terminated earlier as a result of (i) payment in full of all project costs, tax increment bonds or notes, if any, including interest on said bonds or notes, (ii) the Zone being deannexed from the City pursuant to the terms of the Ordinance annexing the property within the Zone or the terms of the Chapter 212 Agreement entered into between the City, M.L. Rhodes Ltd., and Rhodes Enterprises, Inc., it being acknowledged that the Zone shall automatically terminate upon the property within the Zone being deannexed from the City, (iii) any termination of the Development

Agreement as a result of the default of the Developer thereunder according to the terms of the Development Agreement, it being acknowledged that any such termination of the Development Agreement will result in the termination of the Zone, or (iv) as otherwise permitted by law.

SECTION 6. ASSIGNING A NAME TO THE ZONE. The Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS."

SECTION 7. TAX INCREMENT BASE. The Tax Increment Base for the Zone is the total appraised value of all real property within the zone and taxable by the City and located in Zone, determined as of January 1, 2014, the year in which the Zone was designated as a Tax Increment Reinvestment Zone (the "Tax Increment Base").

SECTION 8. LIMITATION OF TAX INCREMENT AND ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS TAX INCREMENT FUND" (herein called the "Tax Increment Fund").

The Tax Increment Fund may be divided into additional accounts and sub-accounts authorized by resolution or Ordinance of the Commission.

The Tax Increment Fund shall consist of, and there shall be deposited therein, (i) the percentage of the tax increment, as defined by Section 311.012(a) of the *Texas Tax Code*, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Act, plus (ii) an amount calculated as a millage rate per hundred dollars of Captured Appraised Value (as defined below) of real property in the Zone that equals eighty percent (80%) of the "City's M&O Tax Rate" as same is actually levied, collected and allocated to the City's general fund. As used herein, "City's M&O Tax Rate" means that portion of the City's ad valorem tax rate used by the City for maintenance, support, current expenses and operations, and general municipal purposes and excluding the portion of the City's property tax rate that is collected and apportioned for payment of outstanding general obligation bonded indebtedness commonly referred to as the "interest and sinking fund rate". As used above, the phrase "Captured Appraised Value" means the captured appraised value of the property in the Zone as defined by Section 311.012(b), Texas Tax Code (i.e., the total appraised value of all real property taxable by the City and located in the Zone in any given year less the total appraised value of that property in 2014, the base year of the Zone. The amount of the tax increment to be contributed by the City to the Zone shall be deemed limited as set forth above for purposes of Section 311.013(l) of the Act.

Any interest received on monies held within the Tax Increment Fund as a result of depository interest or investment of said funds shall be added to the balance of the Tax

Increment Fund and such interest shall be credited towards the maximum amount to be contributed by the City and the County to the Tax Increment Fund.

The Tax Increment Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) revenues from the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code and pursuant to the terms of the Development Agreement, for the Zone, or to satisfy the claims of holders of tax increments bonds or notes issued for the Zone.

Any expenditure to be made from the Tax Increment Fund or any contract related thereto, must be approved by the Commission prior to such expenditure being made or contract being executed. Approval of the project plan and financing plan shall constitute approval by the Commission for the payments for the various Zone projects identified therein in accordance with such plans, provided such payment is approved by the Board according to the policies and procedures set forth in the project plan, financing plan and Development Agreement.

SECTION 9. INCORPORATION OF RECITALS. The Commission hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Commission hereby incorporates such recitals as a part of this Ordinance.

SECTION 10. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. EFFECTIVE DATE. The Zone shall take effect immediately upon passage of this ordinance, pursuant to §311.004(a)(3) of the Act.

PASSED AND APPROVED AT MCALLEN, TEXAS, THIS 22nd DAY OF DECEMBER 2014.

CITY OF MCALLEN, TEXAS

James Darling, Mayor

ATTEST:

Annette Villarreal, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Kevin D. Pagan City Attorney

Exhibit A

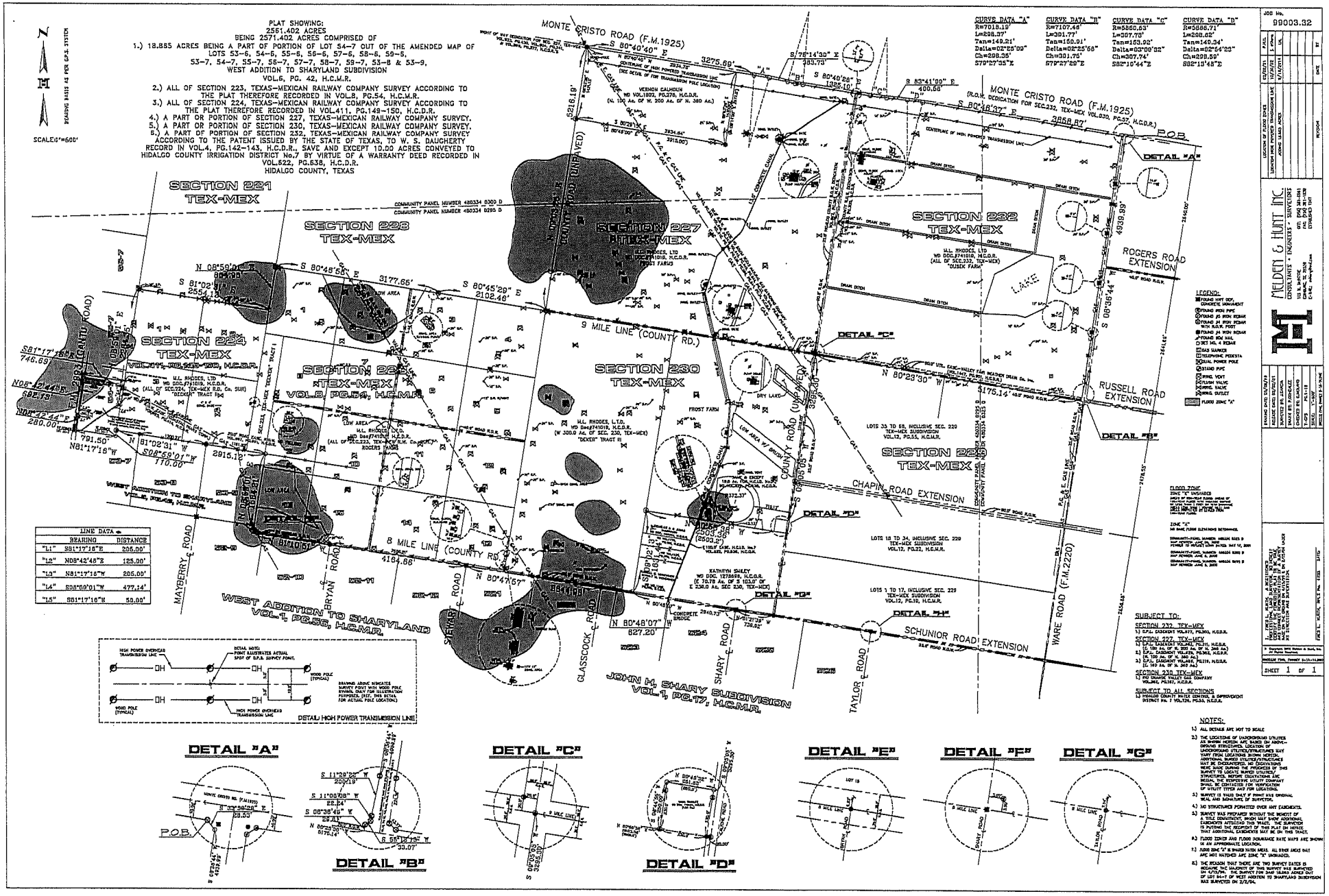

PLAT SHOWING:
2561.402 ACRES
BEING 2571.402 ACRES COMPRISED OF
1.) 18.885 ACRES BEING A PART OF PORTION OF LOT 54-7 OUT OF THE AMENDED MAP OF LOTS 53-6, 54-6, 55-6, 56-6, 57-6, 58-6, 59-6, 53-7, 54-7, 55-7, 56-7, 57-7, 58-7, 59-7, 53-8 & 53-9, WEST ADDITION TO SHARYLAND SUBDIVISION VOL.6, PG. 42, H.C.M.R.
2.) ALL OF SECTION 223, TEXAS-MEXICAN RAILWAY COMPANY SURVEY ACCORDING TO THE PLAT THEREFORE RECORDED IN VOL.8, PG.54, H.C.M.R.
3.) ALL OF SECTION 224, TEXAS-MEXICAN RAILWAY COMPANY SURVEY ACCORDING TO THE PLAT THEREFORE RECORDED IN VOL.411, PG.149-150, H.C.D.R.
4.) A PART OR PORTION OF SECTION 227, TEXAS-MEXICAN RAILWAY COMPANY SURVEY.
5.) A PART OR PORTION OF SECTION 230, TEXAS-MEXICAN RAILWAY COMPANY SURVEY.
6.) A PART OF PORTION OF SECTION 232, TEXAS-MEXICAN RAILWAY COMPANY SURVEY ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS, TO W. S. DAUGHERTY RECORD IN VOL.4, PG.142-143, H.C.D.R., SAVE AND EXCEPT 10.00 ACRES CONVEYED TO HIDALGO COUNTY IRRIGATION DISTRICT No.7 BY VIRTUE OF A WARRANTY DEED RECORDED IN VOL.522, PG.638, H.C.D.R.
HIDALGO COUNTY, TEXAS
SCALE: 1"=600'
MONTE CRISTO ROAD (F.M.1925)
SECTION 221 TEX-MEX
SECTION 223 TEX-MEX
SECTION 224 TEX-MEX
SECTION 227 TEX-MEX
SECTION 228 TEX-MEX
SECTION 230 TEX-MEX
SECTION 232 TEX-MEX
SECTION 229 TEX-MEX
9 MILE LINE (COUNTY RD.)
8 MILE LINE (COUNTY RD.)
ROGERS ROAD EXTENSION
RUSSELL ROAD EXTENSION
CHAPIN ROAD EXTENSION
SCHUNIOR ROAD EXTENSION
MAYBERRY ROAD
BRYAN ROAD
SHARY ROAD
GLASSCOCK ROAD
TAYLOR ROAD
WARE ROAD (F.M.2220)
COUNTY ROAD (UNPAVED)
WEST ADDITION TO SHARYLAND VOL.1, PG.56, H.C.M.R.
JOHN H. SHARY SUBDIVISION VOL.1, PG.17, H.C.M.R.
P.O.B.
DETAIL "A"
DETAIL "B"
DETAIL "C"
DETAIL "D"
DETAIL "E"
DETAIL "F"
DETAIL "G"
DETAIL HIGH POWER TRANSMISSION LINE
LINE DATA
L1 S81°17'16"E 205.00'
L2 N08°42'46"E 125.00'
L3 N81°17'16"W 205.00'
L4 S08°00'01"W 477.14'
L5 S81°17'16"E 50.00'
CURVE DATA "A" R=7018.19' L=298.37' Tan=149.21' Delta=02°25'09" Ch=298.35' S79°27'35"E
CURVE DATA "B" R=7107.46' L=301.77' Tan=150.91' Delta=02°25'58" Ch=301.75' S79°27'29"E
CURVE DATA "C" R=5866.53' L=207.70' Tan=103.92' Delta=02°01'22" Ch=207.74' S82°10'44"E
CURVE DATA "D" R=5866.71' L=208.62' Tan=140.34' Delta=02°02'23" Ch=208.59' S82°13'48"E
LEGEND
FOUND MONUMENT AS NOTED
SET 5/8" IRON ROD WITH CAP STAMPED "MELDEN & HUNT INC"
SET NAIL
FOUND MONUMENT AS NOTED
SET MONUMENT AS NOTED
SUBJECT TO:
SECTION 232, TEX-MEX
SECTION 227, TEX-MEX
SECTION 230, TEX-MEX
SUBJECT TO ALL SECTIONS
NOTES:
1.) ALL DETAILS ARE NOT TO SCALE
2.) THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND STRUCTURES. LOCATION OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. CONTRACTOR OR EXCAVATING ENTITY SHALL CONTACT UTILITY COMPANY. SHALL BE CONTACTED FOR VERIFICATION OF UTILITY TYPES AND FOR LOCATIONS.
3.) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
4.) NO STRUCTURES PERMITTED OVER ANY EASEMENTS.
5.) SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS PUTTING THE RECIPIENT OF THIS PLAT ON NOTICE THAT ADDITIONAL EASEMENTS MAY BE ON THIS TRACT.
6.) FLOOD ZONES AND FLOOD INSURANCE RATE MAPS ARE SHOWN IN AN APPROXIMATE LOCATION.
7.) FLOOD ZONE "X" IS SHADED WITH AREA. ALL OTHER AREAS THAT ARE NOT SHADED ARE ZONE "X" UNSHADED.
8.) THE REASON THAT THERE ARE TWO SURVEY DATES IS BECAUSE THE MAJORITY OF THIS SURVEY WAS SURVEYED ON 4/11/24. THE SURVEY FOR 2.68 ACRES OUT OF LOT 54-7 OF WEST ADDITION TO SHARYLAND SUBDIVISION WAS SURVEYED ON 2/2/24.
MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 N. ROBERTSON
EDINBURG, TEXAS 78539
(956) 381-0981
FAX (956) 381-1871
TBPELS FIRM NO. 10108800
JOB No. 99003.32
SHEET 1 OF 1

Exhibit B: Metes and Bounds Description

Tract 1: A tract of land containing 2561.402 acres situated in the County of Hidalgo, Texas, being 2571.402 acres comprised of 1.) 18.865 acres being a part or portion of LOT 54-7, OUT OF THE AMENDED MAP OF LOTS 53-6, 54-6, 55-6, 56-6, 57-6, 58-6, 59-6, 53-7, 54-7, 55-7, 56-7, 57-7, 58-7, 59-7, 53-8 & 53-9, WEST ADDITION TO SHARYLAND SUBDIVISION, according to the plat thereof recorded in Volume 6, Page 42, Hidalgo County Map Records, 2.) ALL OF SECTION 223, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 8, Page 54, Hidalgo County Map Records; 3.) ALL OF SECTION 224,TEXAS-MEXICAN RAILWAY CO. SURVEY according to the plat thereof recorded in Volume 411, Page 149-150, Hidalgo County Deed Records; 4.) a part or portion of SECTION 227, TEXASMEXICAN RAILWAY CO. SURVEY; 5.) a part or portion of SECTION 230, TEXAS-MEXICAN RAILWAY CO. SURVEY; 6.) a part or portion of SECTION 232, TEXAS-MEXICAN RAILWAY CO. SURVEY according to the patent issued by the State of Texas, to W. S. Daugherty recorded in Volume 4, Page 142-143, Hidalgo County Deed Records, SAVE AND EXCEPT 10.00 acres conveyed to Hidalgo County Irrigation District No. 7 by virtue of a Warranty Deed recorded in Volume 622, Page 638, Hidalgo County Deed Records, said 2571.402 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of Section 232 Texas –Mexican Railway Co. Survey located on the city limits of the City of McAllen for the Northeast corner of this tract;

1. THENCE, in a Southwesterly direction along the East Lot line of Lot 232 and the city limits of the City of McAllen to the Southeast corner of said lot for the Northernmost Southeast corner of this tract;

2. THENCE, N 80° 23' 30" W along the South line of said Section 232, the North line of Lots 35-68, Section 229, Tex-Mex as per plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, and within Mile 9 Road right-of-way, a distance of 5175.14 feet to an iron pipe found for the Southwest corner of said Section 232, and the Northeast corner of Section 230 for an inside corner of this tract;

3. THENCE, S 09° 05' 05" W along the East line of said Section 230, and the West line of Section 229, as per said plat thereof recorded in Volume 12, Page 55, Hidalgo County Map Records, at a distance of 2519.05 feet pass an iron pipe found in line, and now continuing along the West line of Section 229, Tex-Mex, as per plat thereof recorded in Volume 12, Page 22, Hidalgo County Map Records, and continuing a total distance of 3295.30 to an outside corner of this tract;

4. THENCE, N 80° 48' 32" W a distance of 251.52 feet (250.00 feet) to an iron rod set for an inside corner of this tract;

5. THENCE, S 08· 44' 55" W, at a distance of 20.00 pass an iron pipe found in line, and continuing a total distance of 250.00 feet to an iron pipe found for an outside corner of this tract;

6. THENCE, N 80· 55' 38" W a distance of 2503.36 feet (2503.2 feet) to an iron pipe found for an inside corner of this tract;

7. THENCE, S 09· 02' 13" W at a distance of 1611.44 feet pass the North right-of-way line of Mile 8 Road, and continuing a total distance of 1631.44 feet to the Southernmost Southeast corner of this tract;

8. THENCE, N 80· 48' 07" W along the South line of said Section 230, and within said Mile 8 Road right-of-way, a distance of 627.20 feet to an iron rod found for the centerline of Glasscock Road, and for an angle point of this tract;

9. THENCE, N 80· 47' 57" W along the South line of said Section 230, said Section 223, and within said Mile 8 Road right-of-way, a distance of 2644.96 feet to a concrete monument found for the centerline of Stewart Road, and for an angle point of this tract;

10. THENCE, N 81· 10' 51" W along the South line of said Section 223, and within said Mile 8 Road right-of-way, at a distance of 2658.21 feet pass an iron rod found in line and for the center line of Bryan Road, and continuing a total distance of 4164.66 feet to the Southwest corner of said Section 223, and for the Southernmost Southwest corner of this tract;

11. THENCE, N 08· 59' 01" E along the West line of said Section 223, a distance of 1554.21 feet to an iron rod set for an inside corner of this tract;

12. THENCE, N 81· 02' 31" W along the South line of said Section 223, and said Section 224, at a distance of 1161.82 feet pass an iron rod found in line, at a distance of 2462.04 feet pass an iron rod found in line, and continuing a total distance of 2915.12 feet to an iron pipe found for the Southwest corner of said Section 224 and to a point on the East line of said Lot 54-7, for an inside corner of this tract;

13. THENCE, S 08· 59' 01" W along the East line of said Lot 54-7, a distance of 110.00 feet to the Southeast corner of said Lot 54-7, for an outside corner of this tract;

14. THENCE, N 81· 17' 16" W along the South line of said Lot 54-7, at a distance of 761.50 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 791.50 feet to the Southwest corner of said Lot 54-7, for the Northernmost Southwest corner of this tract;

15. THENCE, N 08· 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 280.00 feet to an outside corner of this tract;

16. THENCE, S 81· 17' 16" E at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing along the South line of The Frass Subdivision (Vol.25, Pg.134-A H.C.M.R.), for a total distance of 205.00 feet to a No.4 rebar set at the Southeast corner of said The Frass Subdivision, for an inside corner of this tract;

17. THENCE, N 08· 42' 46" E along the East line of said The Frass Subdivision, a distance of 125.00 feet to a No.4 rebar set at the Northeast corner of said The Frass Subdivision, for an inside corner of this tract;

18. THENCE, N 81· 17'16" W along the North line of said The Frass Subdivision, at a distance of 175.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 205.00 feet to an outside corner of this tract;

19. THENCE, N 08· 42'44" E along the West line of said Lot 54-7 and within the right-of-way of F.M. Road 2993 (Cantu Road), a distance of 692.13 feet to the Southernmost Northwest corner of this tract;

20. THENCE, S 81· 17' 16" E along the South line of a certain 3.82-acre tract, at a distance of 30.00 feet pass a No.4 rebar set for the East right-of-way line of F.M. Road 2993 (Cantu Road), continuing a total distance of 746.69 feet to a No.4 rebar set for an outside corner of this tract;

21. THENCE, S 08· 59' 01" W along the West line of a tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7 (now United Irrigation District) by virtue of a Deed recorded in Vol.519, Pg.65, Hidalgo County Deed Records, a distance of 477.14 feet to a No.4 rebar set for an inside corner of this tract;

22. THENCE, S 81· 17' 16" E along the South line of said tract conveyed to Hidalgo Co. Water Control & Imp. Dist. No.7, a distance of 50.00 feet to a No.4 rebar set for an inside corner of this tract;

23. THENCE, N 08· 59' 01" E along the West line of said Section 224, a distance of 2284.35 feet to an iron pipe found for the Northwest corner of said Section 224, and for an outside corner of this tract;

24. THENCE, S 81· 02' 31" E along the North line of said Section 224, a distance of 2554.12 feet to an iron rod set for the Northeast corner of said Section 224, and for an inside corner of this tract;

25. THENCE, N 08· 59' 01" E along the West line of said Section 223, a distance of 854.95 feet to an iron pipe found for the Northwest corner of said Section 223, and for an outside corner of this tract;

26. THENCE, S 80· 46' 58" E along the North line of said Section 223, a distance of 3177.65 feet to an iron pipe found for an angle point of this tract;

27. THENCE, S 80· 45' 29" E along the North line of said Section 223, a distance of 2102.46 feet to an iron pipe found for the Northeast corner of said Section 223, and for an inside corner of this tract;

28. THENCE, N 09· 03' 26" E along the West line of said Section 227, at a distance of 3795.04 feet pass an iron pipe found in line, and continuing a distance of 5216.19 feet to an iron pipe found for the South right-of-way line of Monte Cristo Road (F.M. 1925) and a distance of 5,256.19 feet to the Northwest corner of Section 227 and the Northernmost Northwest corner of this tract;

29. THENCE, in a Southeasterly direction along the North lot line of Section 227 and 232 to the Northeast corner of Section 232 to the POINT OF BEGINNING, and containing 2571.402 acres, SAVE AND EXCEPT the above mentioned 10.00 acres conveyed to Hidalgo County Irrigation District No. 7, leaving 2,561.402 acres of land, more or less, as shown in Exhibit A.

EXHIBIT ___

September 10, 2015

METES AND BOUNDS DESCRIPTION
100.00 ACRES OUT OF ALL OF LOTS 1-5, BLOCK 1, AND PORTIONS OF LOTS 6-10, BLOCK 5, M & M SUBDIVISION, HIDALGO COUNTY, TEXAS

A tract of land containing 100.00 acres situated in Hidalgo County, Texas, said 100.00 acres being all of Lots 1-5, Block 1, and part or portion out of Lots 6-10, Block 5, M & M SUBDIVISION, Recorded in Volume 8, Page 20, Hidalgo County Map Records, said 100.00 acres also being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 3, Block 1 said corner being within the right-of-way of Monte Cristo Road (FM 1925), for the Northeast corner of this tract;

1. THENCE, S 09° 01' 00" W along the East line of Lots 3, 4 and 5, Block 1, within the 40 foot right-of-way of 29th Street (Rooth Road) a distance of 1983.50 feet to the Southeast corner of this tract;

2. THENCE, N 80° 14' 00" W a distance of 2204.13 feet to the Southwest corner of this tract;

3. THENCE, N 09° 01' 00" E a distance of 1969.41 feet to the North line of said Lot 6, Block 5, for the Northwest corner of this tract;

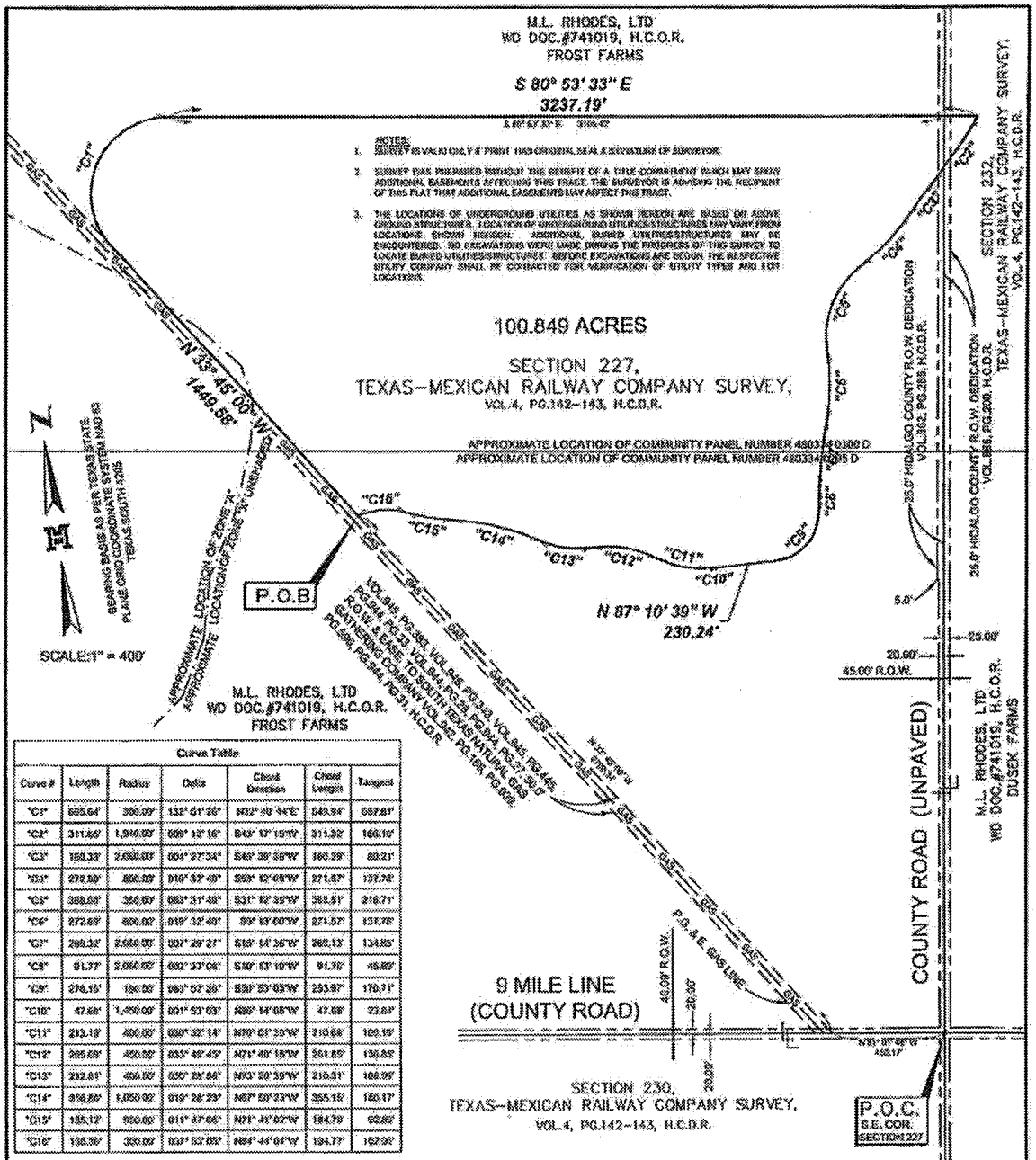
4. THENCE, S 80° 36' 00" E along the North line of Lots 6, and 7, Block 5 and Lots 2 and 3, Block 1, and within the existing right-of-way of Monte Cristo Road (FM 1925), a distance of 2203.99 feet to the POINT OF BEGINNING and containing 100.00 acres, of which 1.625 acres lie within Monte Cristo Road (FM 1925), leaving a net of 98.375 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF AN EASEMENT SURVEY MADE ON THE GROUND ON 09-10-2015 UNDER MY DIRECTION AND SUPERVISION.

FRED L. KURTH, R.P.L.S. #4750 DATE: 9/10/15

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL SURVEYOR

Y:\Land Development\Residential\Mcallen\07105 - Tres Lagos\07105.00 - Plat Development\Metes & Bounds\M&B Mcallen Swap-East.Docx9/10/2015 4:49 PM



Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
"C1"	665.64'	300.00'	132° 01' 25"	N12° 59' 54"E	533.94'	557.81'
"C2"	311.65'	1,940.00'	009° 12' 16"	S43° 17' 15"W	311.32'	166.15'
"C3"	168.33'	2,060.00'	004° 27' 34"	S48° 39' 58"W	168.29'	89.21'
"C4"	278.89'	800.00'	019° 32' 49"	S58° 12' 03"W	277.57'	137.76'
"C5"	388.08'	356.89'	062° 31' 48"	S31° 12' 38"W	369.51'	216.71'
"C6"	272.69'	800.00'	019° 32' 49"	S0° 13' 00"W	271.57'	137.76'
"C7"	299.32'	2,060.00'	007° 29' 21"	S15° 14' 36"W	299.13'	134.85'
"C8"	91.77'	2,060.00'	002° 33' 06"	S19° 13' 10"W	91.76'	45.89'
"C9"	276.15'	180.00'	087° 52' 35"	S59° 53' 03"W	249.97'	170.71'
"C10"	47.68'	1,450.00'	001° 53' 03"	N86° 14' 08"W	47.68'	23.84'
"C11"	213.18'	400.00'	030° 32' 14"	N70° 01' 33"W	210.68'	109.15'
"C12"	265.69'	450.00'	033° 49' 45"	N71° 48' 18"W	261.85'	136.85'
"C13"	212.81'	459.00'	026° 33' 56"	N73° 39' 39"W	210.91'	108.09'
"C14"	356.89'	1,050.00'	019° 28' 23"	N87° 50' 23"W	355.15'	180.17'
"C15"	188.13'	980.00'	011° 47' 56"	N71° 46' 02"W	184.79'	82.89'
"C16"	166.39'	350.00'	027° 52' 05"	N84° 44' 01"W	164.77'	152.98'

PLAT SHOWING
A 100.849 ACRES CONSISTING OF:
100.531 ACRES OUT OF SECTION 227, AND 0.318 OF ONE ACRE
OUT OF SECTION 232,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
ACCORDING TO THE PATENT ISSUED BY THE STATE OF TEXAS,
TO W. S. DAUGHERTY RECORDED
IN VOLUME 4, PAGES142-143, H.C.D.R.,
HIDALGO COUNTY, TEXAS

EXHIBIT "B"

LEGEND:
— GAS — GAS — GAS LINE
S.E. COR.- SOUTHEAST CORNER
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCING
R.O.W.- RIGHT-OF-WAY
H.C.D.R.-HIDALGO COUNTY DEED RECORDS
H.C.O.R.-HIDALGO COUNTY OFFICIAL RECORDS
℄ LOT LINE

FLOOD ZONE
ZONE "X" UNSHADED
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0360 D
MAP REVISED: JUNE 06, 2000

ZONE "A"
SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD.
NO BASE FLOOD ELEVATIONS DETERMINED.
COMMUNITY-PANEL NUMBER: 480334 0365 D
MAP REVISED: JUNE 06, 2000

SECTION 227 SUBJECT TO:
1.) G.P.L. EASEMENT VOL.682, PG.311, H.C.D.R. (E. 100 Ac. OF W. 200 Ac. OF N. 360 Ac.)
2.) G.P.L. EASEMENT VOL.826, PG.692, H.C.D.R. (W. 100 Ac. OF N. 360 Ac.)
3.) G.P.L. EASEMENT VOL.688, PG.115, H.C.D.R. (E. 160 Ac. OF N. 360 Ac.)

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 09/10/15 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

FRED L. KURTH, RPLS No. 4750 DATE:

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
TBPLS No. 10009300
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5356
FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

BOOK 1, PG.
DATE: 09-08-15
JOB No. 07125.02
FILE NAME: SURVEY TEXAS A&M
DRAWN BY: R.N.

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ORDER APPROVING
AMENDED AND RESTATED INTERLOCAL AGREEMENT
(AS TO MCALLEN TIRZ NUMBER ONE)

WHEREAS, pursuant to Ordinance No. 2014-75 adopted by the City Commission of the **CITY OF MCALLEN, TEXAS** (the "***City***") on December 22, 2014, the City created **REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS** (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended and

WHEREAS, **HIDALGO COUNTY, TEXAS** (the "***County***") agreed to participate in the Zone, based on the benefits and special circumstances for economic development that will be generated through the creation of, and participation by the County in, the project known as the Tres Lago Development Project, as referenced in the Commissioners Court Order of March 17, 2015;

WHEREAS, the City, the County, Rhodes Enterprises, Inc. (the "***Developer***") and the Zone entered into that certain *Interlocal Agreement*, dated as of March 17, 2015 (the "***Interlocal Agreement***"), which provides, among other things, that the City participate in the Zone at a level of 80% of the City's M&O tax rate and the County participate in the Zone at a level of 77% of the Applicable M&O Tax Rate and a maximum contribution by the County of $143,318,484 (the "***Original Cap***"); and

WHEREAS, the City and the board of the Zone approved a supplemental plan for the Zone, which includes, in accordance with a Letter of Intent dated and entered into September 15, 2015, among The Texas A&M University System and Texas A&M University (collectively, "Texas A&M"), the City and the County, the development, on approximately 100 acres of land within the original Tres Lagos Development Project, of a new Texas A&M campus (the "***Supplemental Project***"); and

WHEREAS, the County previously determined that the Tres Lagos Development Project for the Zone, even without the Supplemental Project, satisfied the requirements of Section VI.3.a.ii of the Amended and Restated Tax Increment Reinvestment Zone Participation Policy for Hidalgo County (as such policy was amended on March 10, 2015, the "***TIRZ Policy***"), which authorizes County participation at an amount not to exceed 100% of the Applicable M&O Tax Rate, as such term is defined in the TIRZ Policy; and

WHEREAS, on September 15, 2015, the City Council of the City and the Commissioners Court of the County met together to consider the Supplemental Project, and the benefits of it, including to economic development, at which time the City, the County, the Developer and the Zone deemed it necessary and appropriate to amend the Interlocal Agreement for the purposes of adding the Supplemental Project, and implementing the supplemental plan, including increasing the City's and the County's participation, providing for the related bonds and/or other financing, and adding the **TRES LAGOS PUBLIC IMPROVEMENT DISTRICT** (the "***PID***") as a party, all as set

forth in that certain *First Amendment to Interlocal Agreement* (the "***First Amendment***") among such parties dated September 15, 2015; and

WHEREAS, pursuant to the Interlocal Agreement as amended by the First Amendment, the County's original pledge of 77% of the tax increment remained subject to Original Cap and the County's additional pledge for the Supplemental Project was subject to a maximum of $6.8 million (the "***Additional Pledge Cap***", and together with the Original Cap, the "***Aggregate Cap***"), and;

WHEREAS, the City and the board of the Zone subsequently amended the Supplemental Project and Finance Plan, which was approved by the board of the Zone, on November 18, 2015, and the City, on December 14, 2015 (as so amended, the "***Supplemental Plan***"); and

WHEREAS, in order to implement the Supplemental Plan for the Supplemental Project, the City requested changes to the Interlocal Agreement as amended by the First Amendment, including changing the allocation of the County's tax increment contributions such that, during years 2015 – 2025, up to 33%, instead of 23%, of the County's tax increment will be allocated to the Additional Pledge Cap and during such years 67% of the County's tax increment, instead of 77%, will be allocated to the Original County Cap, while the Aggregate Cap remains unchanged; and

WHEREAS, the County found that the Supplemental Project will bring substantial additional benefits to economic development in the County; and

WHEREAS, the City, the County, the Developer, the PID and the Zone now deem it necessary and appropriate to amend the Interlocal Agreement for the purpose of adding the amended Supplemental Plan, implementing certain changes related to providing for the related bonds and/or other financing, and restating the Interlocal Agreement as amended, all as set forth in that certain *Amended and Restated Interlocal Agreement* (the "***Amended and Restated Interlocal Agreement***") among such parties dated December 15, 2015; and

WHEREAS, a substantially final draft of the Amended and Restated Interlocal Agreement has been presented to and reviewed by the Commissioners Court of the County, and the Commissioners Court of the County has determined that it is necessary and appropriate to assist with financing the Supplemental Project in accordance with the amended Supplemental Plan by approving the Amended and Restated Interlocal Agreement to accomplish the purposes set forth therein; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

NOW THEREFORE:

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

SECTION 1. APPROVAL OF AMENDED AND RESTATED INTERLOCAL AGREEMENT. The Amended and Restated Interlocal Agreement is hereby approved in substantially the form attached hereto as Exhibit "I", with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute, and the County Clerk is authorized to attest, the Amended and Restated Interlocal Agreement on behalf of the County and deliver same, and when executed and delivered, the Amended and Restated Interlocal Agreement shall become a valid and binding obligation of the County in accordance with its terms.

SECTION 2. ENFORCEABILITY OF ORDER. If any section, paragraph, clause, or provision of this Order shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order. In case any obligation of the County authorized or established by this Order or the Amended and Restated Interlocal Agreement is held to be in violation of law as applied to any person or any circumstance, such obligation shall be deemed to be the obligation of the County to the fullest extent permitted by law.

SECTION 3. INCORPORATION OF RECITALS. The Commissioners Court hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Commissioners Curt hereby incorporates such recitals as a part of this Order.

SECTION 4. EFFECTIVE DATE. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED and ADOPTED this 15th day of December 2015.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit I to County Order

DRAFT OF AMENDED AND RESTATED INTERLOCAL AGREEMENT

AI-52667 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 12/15/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas under Chapter 312 of the Texas Tax Code and approve order on same.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

order
exhibit
exhibit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 03:40 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Michael Leo		Started On: 12/11/2015 03:27 PM
Final Approval Date: 12/11/2015		

ORDER ADOPTING AMENDMENT TO GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014, (the "Guidelines") to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code (the "Property Redevelopment and Tax Abatement Act").

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the Guidelines in order to better provide for the stimulation of economic development in Hidalgo County.

WHEREAS, pursuant to the Property Redevelopment and Tax Abatement Act, amending the Guidelines requires a vote of three-fourths of the governing body of Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 15th day of December, 2015, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____	_____
A.C. Cuellar, Jr. County Commissioner, Pct. 1	HECTOR "TITO" PALACIOS County Commissioner, Pct. 2
_____	_____
JOE M. FLORES County Commissioner, Pct.3	JOSEPH PALACIOS County Commissioner, Pct. 4
Attested to:	APPROVED AS TO FORM: ATLAS AND HALL, L.L.P.
_____	By: _____
ARTURO GUAJARDO, JR. County Clerk	STEPHEN L. CRAIN

EXHIBIT A

AMENDMENT EFFECTIVE DECEMBER 15, 2015 TO

DECEMBER 22, 2014
GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS

I. .Expansion of Projects onto Additional Property. In order to allow for the expansion of Projects for which tax abatement agreements are already in effect, the following changes are made to the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014 (the "Guidelines and Criteria"):

1. The following new definitions are added to Section II of the Guidelines and Criteria as new definitions "L" and "GG", and all subsequent definitions are renumbered according:

   L. "Existing Project" means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired.

   GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

2. Section III.G.(1)(a) is amended to read in its entirety as follows:

   (a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

3. Section III.G.(1) is amended by adding the following new provision c immediately before Section III.G.(2):

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	**Capital Cost of the Project***	**Number of Jobs Created***
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

II. Except as expressly amended hereby, the Guidelines and Criteria are hereby ratified and confirmed. The full text of the Guidelines and Criteria, with these amendments incorporated, is attached below.

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014
As Amended December 15, 2015

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A.“Abatement” means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B.“Agreement” means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C.“Applicant” means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D.“Application” means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. “Base Year Value” means the taxable value of the Applicant’s real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. “Capital Cost” means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G.“Commissioners Court” means the elected governing body of the County.

H. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

I. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. “Eligible Education Facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K.“Eligible Facility” means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L.“Existing Project” means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired

M.“Expansion” means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

N.“Extraordinary Impact” means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

O.“Facility” means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

P.“Guidelines and Criteria” mean these guidelines and criteria for granting Abatement in the County.

Q.“Improvement” means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

R. “Initial Period” has the meaning set forth in Section III(G)(1)b below.

S.“Job” means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer’s designation of such position, does not qualify as a “Job” for purposes of these Guidelines and Criteria.

T. “Lessee” means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

U.“Lessor” means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

V.“Modernization” means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

W.“New Facility” means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

X. “Newly Created Value” means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

Y. “Owner” means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, “Owner” means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Z. “Personal Property” means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

AA. “Primary Employment” means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

BB.“Prior Application” has the meaning set forth in Section IV(A)(12)(a)(i) below.

CC. “Productive Life” means the number of years a property Improvements is expected to be in service in a Facility.

DD. “Project” means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

EE.“Real Property” means land, Improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

FF.“Reinvestment Zone” is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under

Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

HH. "Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

II. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	Capital Cost of the Project*	Number of Jobs Created*
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the

County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County no later than October 1, in order to have an Agreement considered and executed in the same year that the Application is submitted to the County.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable,

any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an

Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested

persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property. Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). All inspections will be made with one or more representatives of the Owner, Lessor or Lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such Owners and Lessees will provide reports and records reasonably necessary to support each year of the Agreement. Such reports and records will include information supporting Job creation and retention requirements, information on property purchases, and status reports on the Project's progress. Reports supporting Job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all Jobs with total annual hours per Job. Upon completion of a Project, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report

(i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of Jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of

a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new Guidelines and Criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new Guidelines and Criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address:_____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information (if applicant is not the owner of the property):

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address:_____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

State the location of the reinvestment or enterprise zone.

Current Assessed Value:

Real Property $ Personal Property $

Estimated start date of construction/site improvements:

Projected date of occupancy/commencement of operations at project site:

Location of applicant's existing facilities:

Requested level of Tax Abatement: % of eligible property for years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received.

Has tax abatement been granted by any other taxing entity? [ ]Yes [ ]No

If yes, what taxing entity is granting the tax abatement?

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $

Estimated Value of Proposed Personal Property Improvements $

Detail any direct benefits to Hidalgo County as a result of this project(I.e.,inventory tax,etc.)

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time Part-Time

Number of employees transferring from other company locations:

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements.

Provide types of jobs created and average salary levels.

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested.List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County,

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

_____	_____
Signature	Title
_____	_____
Printed Name	Date

AI-52670 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 12/15/2015

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

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo Wind Farm LLC (Phase II) and approve order on same.
2. Discussion and approval of Amendment to Tax Abatement Agreement effective as of December 22, 2014 between Hidalgo County and Hidalgo Wind Farm LLC (Phase I) and approve order on same.
3. Discussion and approval of Tax Abatement Agreement between Hidalgo County and South Texas Electric Cooperative, Inc. and approve order on same.

BACKGROUND

Fiscal Impact

Attachments

D
A
order
I
C
guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 03:53 PM
Glinda Pacheco	Glinda Pacheco	12/11/2015 04:41 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Michael Leo		Started On: 12/11/2015 03:40 PM
Final Approval Date: 12/11/2015		

South Texas Electric Cooperative
Redgate Project
Eligible Personal Property and Buildings
12/11/2015

Eligible Personal Property	**Quantity**
RICE Engine Generator Set (W18V50SG)	12
Radiator Field	12
Lube Oil Storage Tank	5
Ammonia Storage Tank	1
Diesel Fire Pump	1
Electric Fire Pump	1
Raw Water Storage Tank	1
GSU Transformer	2
Selective Catalytic Reducer (SCR)	12
Charge Air Filter/Heaters	12
Ventilation Fans	24
Black Start Diesel Generator	1
Gas Conditioning Skid	1
Switchyard	1
138KV Breaker	2
Air Receiver	11
Maintenance Water Storage Tank	4
Auxiliary Transformer	4
Air Compressor	5
Air Dryer	2
Lube Oil Transfer Pump Skid	4
Ammonia Transfer Pump Skid	4
DC Battery System	2
Electrical Distribution System (MCC)	2
Buildings	
Power Building	1
Admin Building	1
Fire Pump House Building	1
Warehouse Building	1
Water Treatment Building	1
Air Compressor Building	1
Substation Control Building	1
Guard House Building	1

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014
As Amended December 15, 2015

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A.“Abatement” means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B.“Agreement” means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C.“Applicant” means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D.“Application” means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. “Base Year Value” means the taxable value of the Applicant’s real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. “Capital Cost” means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G.“Commissioners Court” means the elected governing body of the County.

H. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

I. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. “Eligible Education Facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K.“Eligible Facility” means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L.“Existing Project” means any Project for which there is an Agreement in existence between the County and an Owner and/or a Lessee with respect to which the Tax Abatement Period has not expired

M.“Expansion” means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

N.“Extraordinary Impact” means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

O.“Facility” means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

P.“Guidelines and Criteria” mean these guidelines and criteria for granting Abatement in the County.

Q.“Improvement” means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

R. “Initial Period” has the meaning set forth in Section III(G)(1)b below.

S.“Job” means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer’s designation of such position, does not qualify as a “Job” for purposes of these Guidelines and Criteria.

T. “Lessee” means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

U.“Lessor” means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

V.“Modernization” means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

W.“New Facility” means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

X. “Newly Created Value” means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

Y. “Owner” means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, “Owner” means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Z. “Personal Property” means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

AA. “Primary Employment” means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

BB.“Prior Application” has the meaning set forth in Section IV(A)(12)(a)(i) below.

CC. “Productive Life” means the number of years a property Improvements is expected to be in service in a Facility.

DD. “Project” means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

EE.“Real Property” means land, Improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

FF.“Reinvestment Zone” is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under

Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

GG. "Supplemental Project" means any Project that is an expansion of an Existing Project onto additional Property. Supplemental Projects must qualify as a Project without taking into account the related Existing Project, but may have different terms as set forth in Section III.G.(1) below.

HH. "Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

II. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies and Supplemental Projects, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(c) Supplemental Projects. With respect to Supplemental Projects, the percent of value to be abated will be determined by the County and shall not exceed the greater percentage for which the Supplemental Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Supplemental Project or the number of Jobs created:

Maximum Percent of Increase in Property Value to be Abated	Capital Cost of the Project*	Number of Jobs Created*
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

*In the event of any irreconcilable dispute between the parties as to the allocation of Jobs and Capital Cost between an Existing Project and the related Supplemental Project, the County will make the final determination as to such allocation.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the

County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County no later than October 1, in order to have an Agreement considered and executed in the same year that the Application is submitted to the County.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable,

any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an

Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested

persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property. Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). All inspections will be made with one or more representatives of the Owner, Lessor or Lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such Owners and Lessees will provide reports and records reasonably necessary to support each year of the Agreement. Such reports and records will include information supporting Job creation and retention requirements, information on property purchases, and status reports on the Project's progress. Reports supporting Job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all Jobs with total annual hours per Job. Upon completion of a Project, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report

(i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of Jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of

a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new Guidelines and Criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new Guidelines and Criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

ORDER APPROVING
TAX ABATEMENT AGREEMENT
BETWEEN HIDALGO COUNTY AND
SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014 (as amended on the date hereof, the "***Guidelines and Criteria***"), to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to Chapter 312 of the Texas Tax Code.

WHEREAS, Hidalgo Wind Farm LLC (the "***Company***") has applied for tax abatement and the Commissioners Court of Hidalgo County finds that the project will qualify as an Extraordinary Impact Project (as defined in the Guidelines and Criteria) due to the Capital Cost; and

WHEREAS, the Commissioners Court of Hidalgo County finds that the proposed tax abatement meets the Guidelines and Criteria, and has determined to grant tax abatement on the terms and conditions set forth in the proposed *Tax Abatement between Hidalgo County, Texas and South Texas Electric Cooperative, Inc.* (the "***Tax Abatement Agreement***"), including without limitation that the economic life of the proposed facility exceeds the duration of the proposed tax abatement, and that the Tax Abatement Agreement will be effective December 22, 2015.

NOW THEREFORE:

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

SECTION 1. **APPROVAL OF TAX ABATEMENT AGREEMENT.** The Tax Abatement Agreement is hereby approved in substantially the form attached hereto as Exhibit "I", with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute on or after the effective date thereof, and the County Clerk is authorized to attest, the Tax Abatement Agreement on behalf of the County and deliver same, and when executed and delivered, the Tax Abatement Agreement shall become a valid and binding obligation of the County in accordance with its terms.

SECTION 2. **EFFECTIVE DATE**. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED, ADOPTED AND ORDERED this the 15th day of December, 2015, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
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

Attested to:

RODRIGUEZ, LLP

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND

By: _____
Stephen L. Crain

EXHIBIT A

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS
AND
SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

This Tax Abatement Agreement ("**Agreement**") is entered into effective as of December 22, 2015, by and between Hidalgo County, a political subdivision of the State of Texas ("**County**") duly acting herein by and through its duly authorized representatives, pursuant to an order dated December 15, 2015, by the Hidalgo County Commissioners Court ("**Commissioners Court**"), and South Texas Electric Cooperative, Inc., a Texas non-profit corporation ("**Owner**").

WITNESSETH:

WHEREAS, on the 22nd day of December, 2014, County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which were amended by the Commissioners Court on December 15, 2015, and, as so amended, are attached hereto as **Exhibit "A"** and incorporated herein for all purposes (the "**Guidelines and Criteria**");

WHEREAS, the Land (as defined below) is within an area designated as an Enterprise Zone pursuant to the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code §2303 et seq., as amended, which area is therefore designated as a reinvestment zone ("**Zone**"), as authorized by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended ("**Act**"); and

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by the County under the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, it is in the best interest of the County to enter into this Agreement in accordance with said Act; and

WHEREAS, the Owner intends to construct and operate a 220 megawatt electric generation plant consisting of natural gas- fired spark ignition reciprocating internal combustion engines (the "**Project**"), on the property designated on the map included in **Exhibit "C"**; and

WHEREAS, based on the information presented by the Owner, Commissioners Court finds that the contemplated use of the Land, the contemplated improvements Owner will construct on the Land, which will require expenditures by Owner in the minimum amount as set forth in this Agreement and projected expenditures by Owner in the County in excess of two hundred million dollars, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act; and

WHEREAS, Owner has submitted evidence to the County that the economic life of the Facility (as defined below) and eligible property exceeds the duration of the proposed tax abatement, and based on such evidence and the representations contained herein Commissioners

Court has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds the duration of the tax abatement granted herein; and

WHEREAS, Commissioners Court has determined that it would be in the best interest of County to enter into an agreement with Owner, pursuant to the Act, to abate a portion of the value of the Property (as defined herein) and the proposed improvements Owner constructs on the Land, as well as a portion of the value of all personal property located on the Land and used in connection with operations on the Land that is eligible for abatement under the Guidelines and Criteria, excluding the Land itself (such improvements and personal property eligible for abatement hereunder are hereafter referred to as the "**Facility**," as described more specifically in **Exhibit "D"**).

NOW, THEREFORE, the County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of County and the enhancement of the tax base in the County, and Owner for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

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

(a) "Abatement Period" has the meaning set forth in section 3.03 below.

(b) "Act" has the meaning set forth in the second recital above.

(c) Agreement" has the meaning set forth in the introductory paragraph.

(d) "Commissioners Court" has the meaning set forth in the introductory paragraph.

(e) "County" has the meaning set forth in the introductory paragraph.

(f) "Cure Period" has the meaning set forth in section 5.03 below.

(g) "Estimated value of the abatement" has the meaning set forth in section 3.04 below.

(h) "Guidelines and Criteria" has the meaning set forth in the first recital above.

(i) "Land" has the meaning set forth in section 1.02 below.

(j) "Project" has the meaning set forth in the fifth recital above.

(k) "Facility" has the meaning set forth in the eighth recital above.

(l) "Owner" has the meaning set forth in the introductory paragraph.

(m)"Tax Abatement Percentage" has the meaning set forth in section 3.04 below.

(n) "Zone" has the meaning set forth in the second recital above.

Terms defined in the Guidelines and Criteria and used herein shall have the meaning given such terms in the Guidelines and Criteria unless otherwise defined herein.

1.02 Owner represents and warrants that (i) Owner is the fee owner of the land on which the Facility will be located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached hereto and is made a part hereof for all purposes, and will be the owner of all Improvements, including the Facility, to be built on the Land as part of the Project. .

1.03 Notwithstanding anything to the contrary contained herein, the abatement granted in this Agreement only applies to the abatement of newly created value (as defined in the Guidelines and Criteria) resulting from improvements after the date hereof that Owner makes to the Land and eligible personal property Owner purchases and installs or builds upon the Land in constructing the Facility in accordance with the terms hereof, and excludes the value of the Land. Any increase in value from a reclassification or change in use of the Property or resulting from a roll-back will not be considered for abatement but will be included as part of the base value, and any other artificial increase in tax revenue or value (which is not intended to include changes in economic obsolescence, if any) will also be excluded from abatement. The Project, the Facility and the Land are located within the Zone and are within County's taxing jurisdiction.

1.04 Owner understands that, in accordance with the Guidelines and Criteria, tax abatements are granted by County based on the Capital Cost of the improvements made or on Jobs created, and as this Project is not expected to qualify based on Jobs created, that the tax abatement hereunder shall be granted based on the Capital Cost of improvements made on or after the date of execution of this Agreement by the Owner as part of the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and the County.

1.05 Owner represents and warrants that the Land is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.06 This Agreement is entered into subject to the rights of holders of outstanding County bonds.

1.07 Owner represents and warrants that no interest in the Land or the Facility is presently owned or leased by a member of Commissioners Court, and Owner agrees that it shall not sell or lease an interest in the Land or the Facility to any County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, until the earlier of the expiration of the Abatement Period (as defined in Section 3.02) or the termination of this Agreement.

1.08 Owner represents and warrants as follows:

(a) with respect to the Land and the Project, Owner has not executed or received, as of the date of this Agreement, a tax abatement or other economic development incentive or agreement with or from any government body other than the County;

(b) Owner filed the application for tax abatement with County prior to commencement of construction as defined in Section IV.A.(1)(a)-(f) of the Guidelines and Criteria ;

(c) Owner is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility;

(d) this Agreement constitutes the valid and enforceable obligation of Owner in accordance with its terms; and

(e) Owner has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Owner have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

1.09 Owner has provided tax certificates verifying that no taxes are past due with respect to all real property owned by Owner within the Zone and agrees not to allow any taxes on real property it owns within the Zone to become past due, subject only to timely appeals during the pendency of such appeal, during the term hereof.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Owner agrees to construct or cause to be constructed an Eligible Facility (as defined in the Guidelines and Criteria) on the Land, and to acquire, construct, or cause to be constructed real property improvements, machinery, and equipment necessary to operate the Facility as set forth herein.

(b) Owner agrees to make real and personal property improvements on the Land that are eligible for abatement in accordance with the Guidelines and Criteria (which real and personal property is described in the definition of the Facility in Exhibit D hereto), and that the cost of such improvements, including architectural and related fees, shall be approximately Two Hundred Six Million Dollars ($206,000,000). For the avoidance of doubt, Owner agrees that, at a minimum, Capital Costs (as that term is defined in the Guidelines and Criteria) of the Facility will exceed Twenty Five Million Dollars ($25,000,000) and therefore qualifies as an Extraordinary Impact project (as such term is defined in the Guidelines and Criteria). The approximate location of the Facility on the Land is reflected on a preliminary site plan attached hereto as **Exhibit "C**" and made a part hereof for all purposes. Owner reserves the right to revise the attached preliminary site plan as Owner deems necessary and appropriate, and all such revisions shall be submitted to the County.

(c) Owner represents and warrants that the Facility is expected to create thirty (30) new Jobs (as defined in Section II.R. of the Guidelines and Criteria). Owner currently offers, and agrees to maintain during the Abatement Period, a competitive compensation and benefits package with respect to all jobs at the Facility.

2.02 Owner shall submit, which may be through use of an agent, reports to the County in accordance with Section IX.B. of the Guidelines and Criteria.

2.03 Owner covenants and agrees that the Facility shall be a 220 megawatt electric generation plant consisting of natural gas- fired spark ignition reciprocating internal combustion engines. Attached hereto as **Exhibit "D"** is a schedule of improvements, equipment, machinery, and eligible personal property that Owner will construct or purchase and install to develop the Facility, subject to non-substantive changes as Owner may determine in its sole discretion are necessary during the course of construction of the Facility on the Land. Owner agrees to continuously operate the Facility on the Land during the Abatement Period.

2.04 Owner covenants and agrees to continue construction of the Facility in the Zone during 2016. Owner projects to complete construction no later than November 30, 2016. Owner shall notify the County of any updates to the construction schedule.

2.05 Owner represents that the economic life of the Facility and eligible property will exceed ten years. Based on such representation and evidence submitted by Owner to the County, the County determines in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds ten years.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 Subject to the terms of this Agreement, the County shall abate the Owner's County ad valorem taxes in each year of the Abatement Period in an amount equal to the Tax Abatement Percentage (as defined below) multiplied by the Facility's newly created value determined in accordance with the Guidelines and Criteria, but only to the extent that such newly created value is reflected on County's tax rolls in each such year.

3.02 The applicable Tax Abatement Percentage under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the improvements constructed or installed by Owner for the Facility is certified by Owner and approved by the County. Based on the projected amount to be invested in the Project, the Owner and County anticipate that the applicable Tax Abatement Percentage pursuant to the Guidelines and Criteria in each year of the Abatement Period will be the maximum Tax Abatement Percentage (eighty percent (80%)) of the newly created value. In the event the initial Capital Cost qualifies the Facility for less than the maximum Tax Abatement Percentage, additional investments constituting Capital Costs that are made in accordance with this Agreement may be added to the initial Capital Cost, and such revised Capital Cost shall be used to determine the applicable Tax Abatement Percentage for the remainder of the Abatement Period commencing with the first ad valorem tax year commencing after such revised Capital Cost is certified by Owner and approved by the County. Any such increase in the Tax Abatement Percentage shall be fixed by the parties through an additional addendum to this Agreement after evidence of the additional Capital Cost of the additional improvements constructed or installed by Owner for the Facility is certified by Owner and approved by the County.

3.03 The abatement of ad valorem taxes shall be for a period (the "**Abatement Period**") that shall

(a) commence on January 1of the first ad valorem tax year after each of the following events have occurred:

(i) Certificate of Occupancy has been issued,

(ii) Owner has provided documentation confirming the Capital Cost of the Project and the number of Jobs created;

(iii) the Capital Cost or Jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements; and

(iv) the newly created value may be ascertained from the tax rolls of the Hidalgo County Appraisal District, and

(b) end on the earlier of:

(i) five (5) years following such commencement,

(ii) December 31, 2025,

(iii) the occurrence of any event that would terminate this Agreement by operation of law,

(iv) Owner's breach of any provision of this Agreement, which breach is not cured within the Cure Period, (as defined below), or

(v) Owner's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement.

3.04 The percent of increase in newly created value (as reflected in the tax rolls of the Hidalgo County Appraisal District) to be abated (the "**Tax Abatement Percentage**") is the greater of the abatement percentage determined by the Capital Cost involved in the Project, or the abatement percentage determined by the number of full-time jobs created, as set forth in the following table:

Percent of Increase in Newly Created Value To be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than $1,500,001	0-25
25%	$1,500,001 up to and including $5,000,000	26-50
50%	Over $5,000,000 up to and including $10,000,000	51-100
80%	Over $10,000,000	101 or more

The estimated value of the abatement (as such term is defined below), based on the Company's good faith estimate of how the Hidalgo County Appraisal District may value the eligible improvements, is approximately Three Million Eight Hundred and Ninety Thousand Dollars ($3,890,000). "**Estimated value of the abatement**" means the additional property taxes that would be due to the County from the Company but for the tax abatement granted in this Agreement. The parties acknowledge that the Estimated value of the abatement is not binding and is an estimate based on various assumptions of the parties.

3.05 This Agreement does not change any right of Owner to protest or contest, in accordance with applicable law, any and all appraisals of, or assessments of taxes on, the Facility, and the tax abatement provided for herein for such Facility shall be applied to the amount of taxes finally determined as a result of such protest or contest, to be due for such property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Owner filed construction plans for the Facility with County by April 13, 2015. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Owner may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Upon completion of the Facility, Owner shall file (i) "as built" construction plans with County, which plans shall detail improvements (which shall be certified by the architect if Owner uses an architect) on the Land, including purchases of personal property and related expenditures made to construct the Facility and (ii) the general contractor's certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as built construction plans, Owner shall also provide County with reports as required by Section IX.B. of the Guidelines and Criteria. On or before January 31, of each year of the

Abatement Period (and the year immediately following the end thereof), Owner shall provide County with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. By June 1st of each year of the Abatement Period, Owner shall also provide County a detailed list of Owner's eligible personal property at the Facility, including the estimated value of the property (broken down by types of items with sufficient detail as required by the County to determine eligibility for tax abatement).

4.04 Owner agrees to supply audited reports to the County and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and the jobs created.

4.05 Owner agrees to provide County employees and/or designated representatives of the County access to the Facility during the term of this Agreement, including the Abatement Period, to inspect the Facility and the Land to determine if Owner is in compliance with the terms and conditions of the Agreement. Upon completion of construction, County has the right to annually evaluate the Facility to ensure compliance with the Agreement. Owner shall provide County with an escort for all such inspections, in accordance with the safety and security standards of Owner.

ARTICLE V

BREACH

5.01 In the event Owner fails to commence constructing the Facility in the Zone on or before December 31, 2015, this Agreement shall terminate and the County shall be entitled to recapture and collect payment of all ad valorem taxes abated, if any, under this Agreement by any and all means allowed by law, and as provided herein.

5.02 In the event the Facility is completed and begins operation, and Owner:

1. voluntarily ceases to operate the Facility for a continuous period of eighteen (18) months;

2. allows ad valorem taxes owed to County to become delinquent;

3. relocates the Facility or the job creating activity outside the Zone;

4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or

5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of energy for a period greater than 30 days in any calendar year of the Abatement Period,

County may elect to terminate this Agreement and recapture abated taxes in accordance with Section 5.05 of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period, as defined in Section 5.03. Owner shall pay recaptured taxes to County within sixty (60) days from the date the Agreement terminates.

5.03 Should County determine that Owner has breached this Agreement or the Guidelines and Criteria, County shall notify Owner in writing via certified or registered mail to the following address:

South Texas Electric Cooperative, Inc.
Attn: General Manager
P. O. Box 119,
Nursery, TX 77976.

or to such other address, or to the attention of such person, as Owner may, from time to time, designate in writing. If such breach is not cured within sixty (60) days from the date of such notice (the "**Cure Period**"), then this Agreement may be terminated by order of the Commissioners Court.

5.04 If Owner and the County disagree as to whether a breach has occurred or been timely cured, venue for an action to determine Owner's and County's rights will lie in Hidalgo County, Texas. The period for Owner to cure any breach of this Agreement shall be tolled from the filing of any official action to resolve questions arising from an attempt at cure to the final resolution of any such action.

5.05 If County terminates this Agreement, County shall have the right to recapture a percentage of the total taxes previously abated in accordance with the recapture schedule in Section VIII of the Guidelines and Criteria.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Owner's purpose for making the improvements set forth in Article II is for the construction and operation of a 220 megawatt electric generation plant consisting of natural gas-fired spark ignition reciprocating internal combustion engines.

6.02 In accordance with Section IX.C. of the Guidelines and Criteria, Owner shall not have the right, without the written consent of County, to assign all or part of its interest in the Land, the Project, or this Agreement and maintain the tax abatement hereunder. Without limiting the generality of the foregoing, Owner acknowledges that consent will not be granted with respect to any assignment or transfer to any party that is delinquent in the payment of any taxes to County or any jurisdiction within the county.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by order of the Commissioners Court dated the 15th day of December, 2015, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue for any action related to this Agreement shall be in Hidalgo County, Texas.

ARTICLE X

COUNTERPART EXECUTION

10.01 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and made effective as of this the 22nd day of December, 2015.

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Ramon Garcia
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

By: _____
Name: _____
Title: _____

Exhibit A

TAX ABATEMENT GUIDELINES AND CRITERIA

Exhibit B
Legal Description of Land on which the Facility is Located

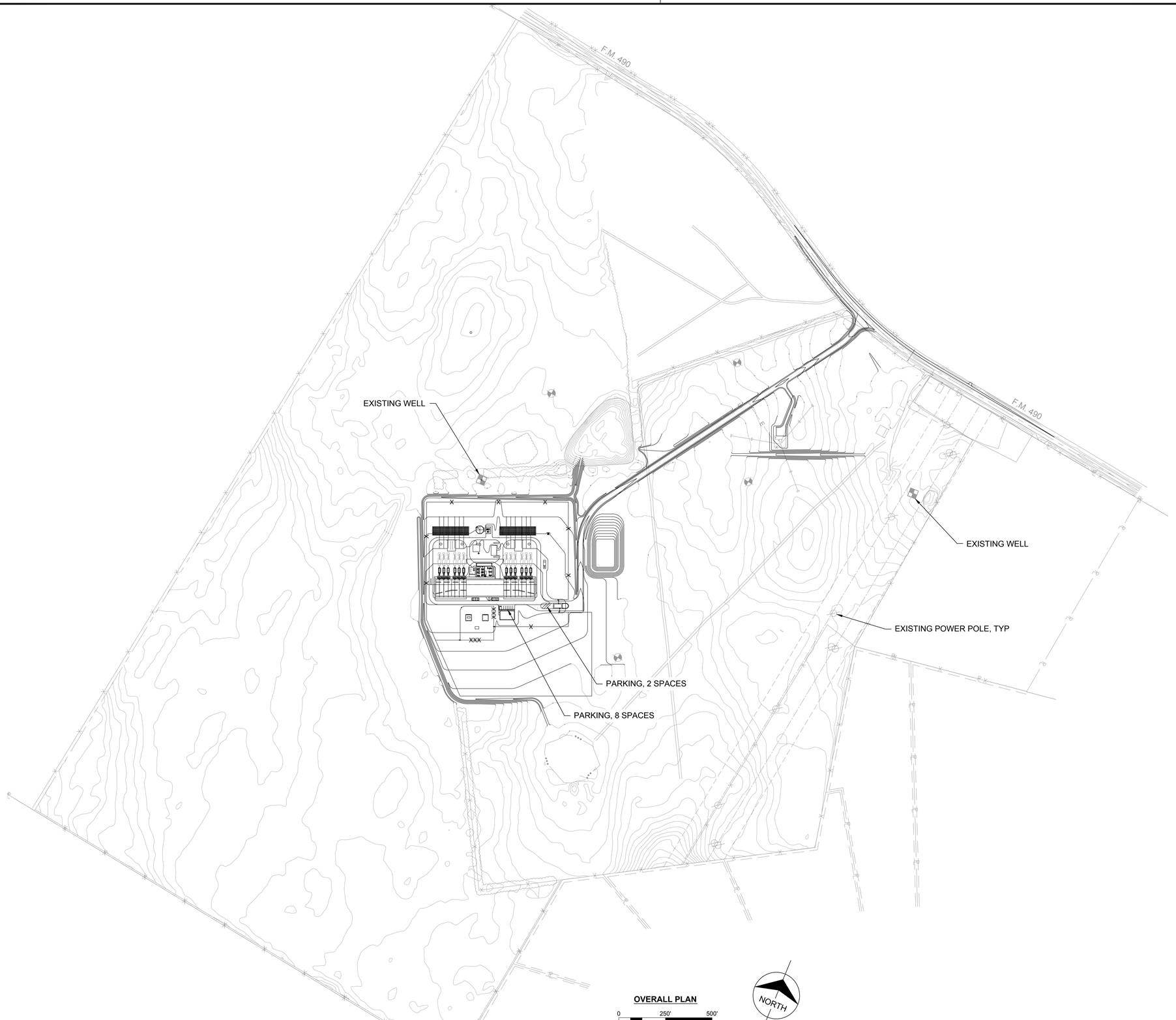
Legal Description: REDGATE LOT 1.

Exhibit C

Map depicting land parcels and project infrastructure

Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the Facility



OVERALL PLAN

0 250' 500'

SCALE IN FEET

no.	date	by	ckd	description

PRELIMINARY - NOT FOR CONSTRUCTION

JOHN ROBERT STEENKEN, PE
PE #100903

NOT FOR CONSTRUCTION

Burns & McDonnell
SINCE 1898

9400 WARD PARKWAY
KANSAS CITY, MO
816-333-9400
FIRM LICENSE NO. F-845

date	detailed
MARCH 06, 2014	J. HOLZINGER
designed	checked
J. STEENKEN	-

South Texas Electric Cooperative, Inc.
EDINBURG, TEXAS

STEC

REDGATE POWER PROJECT

OVERALL PLAN

project	contract
74980	-

drawing **PL003** rev. **-**

sheet - of - sheets

file 74980-PLAT OF SUB3.DWG

Scale For Microfilming
Millimeters
Inches

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ORDER ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code, which guidelines and criteria have now expired.

WHEREAS, the Commissioners Court of Hidalgo County having considered Hidalgo County's tax abatement program, determined at the December 16, 2014, Commissioners Court meeting to adopt new guidelines and criteria for granting tax abatements in order to better provide for the stimulation of economic development in Hidalgo County and now desires to formalize the order regarding such adoption.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 22nd day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

Ramon Garcia
RAMON GARCIA
County Judge

A.C. Cuellar, Jr.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

Joseph Palacios
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:
Arturo Guajardo Jr.
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUZ L.L.P.

By: _____
STEPHEN L. CRAIN

EXHIBIT A

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A."Abatement" means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B."Agreement" means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C."Applicant" means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D."Application" means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. "Base Year Value" means the taxable value of the Applicant's real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. "Capital Cost" means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G."Commissioners Court" means the elected governing body of the County.

H. "County" means the County of Hidalgo, a political subdivision of the State of Texas.

I. "Economic Life" means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. "Eligible Education Facility" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K."Eligible Facility" means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L."Expansion" means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

M."Extraordinary Impact" means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

N."Facility" means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

O."Guidelines and Criteria" mean these guidelines and criteria for granting Abatement in the County.

P."Improvement" means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

Q. "Initial Period" has the meaning set forth in Section III(G)(1)b below.

R."Job" means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer's designation of such position, does not qualify as a "Job" for purposes of these Guidelines and Criteria.

S. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

T."Lessor" means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

U."Modernization" means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

V."New Facility" means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

W. "Newly Created Value" means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

X. "Owner" means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, "Owner" means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Y. "Personal Property" means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

Z. "Primary Employment" means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

AA."Prior Application" has the meaning set forth in Section IV(A)(12)(a)(i) below.

BB. "Productive Life" means the number of years a property Improvements is expected to be in service in a Facility.

CC. "Project" means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

DD."Real Property" means land, Improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

EE."Reinvestment Zone" is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

FF."Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

GG. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In

the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be

given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County no later than October 1, in order to have an Agreement considered and executed in the same year that the Application is submitted to the County.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash

flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable, any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the

Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property.

Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10)Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). All inspections will be made with one or more representatives of the Owner, Lessor or Lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such Owners and Lessees will provide reports and records reasonably necessary to support each year of the Agreement. Such reports and records will include information supporting Job creation and retention requirements, information on property purchases, and status reports on the Project's progress. Reports supporting Job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all Jobs with total annual hours per Job. Upon completion of a Project, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report (i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of Jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee

is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new Guidelines and Criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new Guidelines and Criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information **(if applicant is not the owner of the property):**

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

State the location of the reinvestment or enterprise zone.

Current Assessed Value:

Real Property $ Personal Property $

Estimated start date of construction/site improvements:

Projected date of occupancy/commencement of operations at project site:

Location of applicant's existing facilities:

Requested level of Tax Abatement: % of eligible property for years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received.

Has tax abatement been granted by any other taxing entity? [ ]Yes [ ]No

If yes, what taxing entity is granting the tax abatement?

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $

Estimated Value of Proposed Personal Property Improvements $

Detail any direct benefits to Hidalgo County as a result of this project(I.e.,inventory tax,etc.)

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time Part-Time

Number of employees transferring from other company locations:

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements.

Provide types of jobs created and average salary levels.

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested.List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County.

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

_____ Signature

_____ Title

_____ Printed Name

_____ Date

AI-52669 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and possible action on letter of support for the Hidalgo County Regional Mobility Authority regarding Section 559 Donation Acceptance Authority

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

...letter of support for the HC RMA...

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 03:55 PM
Manuel Chapa	Manuel Chapa	12/11/2015 04:58 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Virginia Jones Started On: 12/11/2015 03:39 PM

Final Approval Date: 12/11/2015

AI-52663 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 12/15/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Recognition of the winning entries in the Toy Box Decorating Contest in conjunction with the annual Hidalgo County Employee Toy Drive benefiting Head Start and CASA children.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 01:14 PM
Glinda Pacheco	Glinda Pacheco	12/11/2015 02:51 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Julia Sullivan		Started On: 12/11/2015 12:54 PM
Final Approval Date: 12/11/2015		

AI-52573 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Sylvia Solis, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. DA Bad Checks (1222):

a. Approval of 2016 DA's Office budget for fund 1222 DA-Bad Checks.

b. Approval of appropriation of the DA's Office 1222 DA-Bad Checks funds.

2. DA- Investigation HB 65 (1223):

a. Approval of 2016 DA's Office budget for fund 1223 DA-Investigation HB65.

b. Approval of appropriation of the DA's Office 1223 DA-Investigation HB65 funds.

3. DA Pre-Trial (1225):

a. Approval of 2016 DA's Office budget for fund 1225 DA-Pretrial.

b. Approval of appropriation of the DA's Office 1225 DA-Pretrial funds.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Will be submitting budgets once they have been completed.

Attachments

appropriations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 04:00 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Sylvia Solis		Started On: 12/08/2015 08:59 AM
Final Approval Date: 12/11/2015		

DATE: December 8, 2015

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1222-412-00-080-006-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7600

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
6-1222-412-00-080-006-0-113	DA CHECK FRAUD -	REGULAR F/T EMPLOYEES	$73,000.00
6-1222-412-00-080-006-0-211	DA CHECK FRAUD -	HEALTH INSURANCE	$11,000.00
6-1222-412-00-080-006-0-212	DA CHECK FRAUD -	LIFE IINSURANCE	$100.00
6-1222-412-00-080-006-0-220	DA CHECK FRAUD -	FICA	$5,600.00
6-1222-412-00-080-006-0-230	DA CHECK FRAUD -	RETIREMENT	$7,700.00
6-1222-412-00-080-006-0-250	DA CHECK FRAUD -	UNEMPLOYMENT COMPENSATION	$500.00
6-1222-412-00-080-006-0-260	DA CHECK FRAUD -	WORKERS COMPENSATION	$600.00
		TOTAL BUDGET INCREASE (DECREASE)	**$98,500.00**

REASON: Appropriation to fund the 2016 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: December 8, 2015

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office - Investigation HB65

ACCOUNT NUMBER: 6-1223-412-00-080-007-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7600

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
6-1223-412-00-080-007-0- 113	DA INVESTIGATION HB65 -	REGULAR F/T EMPLOYEES	713,000.00
6-1223-412-00-080-007-0- 131	DA INVESTIGATION HB65 -	OVERTIME PAY	25,000.00
6-1223-412-00-080-007-0- 118	DA INVESTIGATION HB65 -	AUTO ALLOWANCE	2,700.00
6-1223-412-00-080-007-0- 211	DA INVESTIGATION HB65 -	HEALTH INSURANCE	116,000.00
6-1223-412-00-080-007-0- 212	DA INVESTIGATION HB65 -	LIFE IINSURANCE	750.00
6-1223-412-00-080-007-0- 220	DA INVESTIGATION HB65 -	FICA	57,500.00
6-1223-412-00-080-007-0- 230	DA INVESTIGATION HB65 -	RETIREMENT	80,000.00
6-1223-412-00-080-007-0- 250	DA INVESTIGATION HB65 -	UNEMPLOYMENT COMPENSATION	4,700.00
6-1223-412-00-080-007-0- 260	DA INVESTIGATION HB65 -	WORKERS COMPENSATION	950.00
6-1223-412-00-080-007-0- 320	DA INVESTIGATION HB65 -	PROFESSIONAL	1,000.00
6-1223-412-00-080-007-0- 336	DA INVESTIGATION HB65 -	COMPUTER SERVICES	20,000.00
6-1223-412-00-080-007-0- 340	DA INVESTIGATION HB65 -	TECHNICAL SERVICES	2,000.00
6-1223-412-00-080-007-0- 430	DA INVESTIGATION HB65 -	REPAIR & MAINTENANCE SERVICES	3,000.00
6-1223-412-00-080-007-0- 442	DA INVESTIGATION HB65 -	EQUIPMENT &VEHICLE RENT	10,000.00
6-1223-412-00-080-007-0- 532	DA INVESTIGATION HB65 -	WIRELESS DEVICES	10,000.00
6-1223-412-00-080-007-0- 550	DA INVESTIGATION HB65 -	PRINTING & BINDING	5,000.00
6-1223-412-00-080-007-0- 583	DA INVESTIGATION HB65 -	TRAVEL OUT OF COUNTY	1,000.00
6-1223-412-00-080-007-0- 584	DA INVESTIGATION HB65 -	REGISTRATION FEES	1,500.00
6-1223-412-00-080-007-0- 610	DA INVESTIGATION HB65 -	GENERAL SUPPLIES	15,000.00
6-1223-412-00-080-007-0- 640	DA INVESTIGATION HB65 -	REFERENCE MATERIALS	5,000.00
6-1223-412-00-080-007-0- 660	DA INVESTIGATION HB65 -	FURNITURE & EQUIPMENT	5,000.00
6-1223-412-00-080-007-0- 751	DA INVESTIGATION HB65 -	MACHINERY & EQUIPMENT	1,500.00
6-1223-412-00-080-007-0- 761	DA INVESTIGATION HB65 -	SOFTWARE	1,000.00
6-1223-412-00-080-007-0- 812	DA INVESTIGATION HB65 -	SOFTWARE LICENSE RENEWAL	1,500.00
6-1223-412-00-080-007-0- 831	DA INVESTIGATION HB65 -	COURT COSTS & INVESTIGATION	20,000.00
6-1223-412-00-080-007-0- 841	DA INVESTIGATION HB65 -	AID TO GOVERNMENT AGENCY	200.00
6-1223-412-00-080-007-0- 890	DA INVESTIGATION HB65 -	OTHER	2,000.00
		TOTAL BUDGET INCREASE (DECREASE)	1,105,300.00

REASON: Appropriation to fund the 2016 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: December 9, 2015

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 6-1225-412-00-080-015-0-XXX

Contact Person: Rosalinda Cantu **Ph#:** (956) 292-7600

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
6-1225-412-00-080-015-0- 113	DA PRETRIAL INTERVENTION PGM -	REGULAR F/T EMPLOYEES	$326,000.00
6-1225-412-00-080-015-0- 211	DA PRETRIAL INTERVENTION PGM -	HEALTH INSURANCE	$25,000.00
6-1225-412-00-080-015-0- 212	DA PRETRIAL INTERVENTION PGM -	LIFE IINSURANCE	$150.00
6-1225-412-00-080-015-0- 220	DA PRETRIAL INTERVENTION PGM -	FICA	$25,000.00
6-1225-412-00-080-015-0- 230	DA PRETRIAL INTERVENTION PGM -	RETIREMENT	$35,000.00
6-1225-412-00-080-015-0- 250	DA PRETRIAL INTERVENTION PGM -	UNEMPLOYMENT COMPENSATION	$2,000.00
6-1225-412-00-080-015-0- 260	DA PRETRIAL INTERVENTION PGM -	WORKERS COMPENSATION	$400.00
		TOTAL BUDGET INCREASE (DECREASE)	**$413,550.00**

REASON: Appropriation to fund the 2016 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52584 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's Office – TX DOT – General Traffic Safety Grants
Approval to apply for the FY2017 TX DOT – General Traffic Safety Grant (DA's Project Title: No Refusal Initiative)

BACKGROUND

Fiscal Year 2017; start date October 1, 2016 end date September 30, 2017
Deadline to apply/submit proposal is January 7, 2016.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

1.) Required Match: Grantees required to provide matching funds of at least twenty percent (20%) match.
2.) Funding is provided through TXDOT.
3.) Grant Fiscal Year 2017/County Fiscal Year 2017.

Attachments

Request for Proposal
draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:56 PM
Manuel Chapa	Manuel Chapa	12/09/2015 04:14 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Ramiro Sendejo		Started On: 12/08/2015 03:08 PM

Final Approval Date: 12/11/2015

TRAFFIC SAFETY PROGRAM REQUEST FOR PROPOSALS FY 2017

Prepared and Developed by:
The Staff of the Traffic Safety Section

Traffic Operations Division
125 E. 11th Street
Austin, Texas 78701-2483
(512) 416-3200
http://www.txdot.gov/inside-txdot/division/traffic.html

Save a Life™
TEXAS DEPARTMENT OF TRANSPORTATION

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SECTION ONE
OVERVIEW

Purpose

In accordance with 43 TAC §25.901, et seq., the Texas Department of Transportation (TxDOT) is requesting project proposals to support the Targets and strategies of its traffic safety program to reduce the number of motor vehicle related crashes, injuries, and fatalities in Texas. These Targets and strategies form the basis for the Federal Fiscal Year 2017 (FY 2017) Texas Highway Safety Plan (HSP), which is submitted to the National Highway Traffic Safety Administration (NHTSA) for approval and funding. Each year, TxDOT Traffic Safety (TRF-TS) requests proposals for Texas HSP projects. The request goes out to state and local governments, educational institutions, and non-profit organizations. The FY 2017 project period is **October 1, 2016 – September 30, 2017**.

This RFP is neither for media vendors nor for any paid media-related projects or activities.

Funding

Authority and Responsibility for funding of the traffic safety grant program derives from the National Highway Safety Act of 1966 (23 USC §401, et seq.), and the Texas Traffic Safety Act of 1967 (Transportation Code, Chapter 723). TRF-TS provides oversight of statewide projects and local projects at the agency's 25 districts. TRF-TS administers the program from its Austin headquarters in the Traffic Operations Division (TRF).

Grant Types and Eligibility

STEP Grants

Selective Traffic Enforcement Program (STEP) grants pay for overtime activities by law enforcement to reduce the incidence of speeding, driving while intoxicated, failure to use occupant restraint systems, intersection traffic control violations, and enforcement of state and local ordinances on cellular and texting devices. Only state and local law enforcement agencies and inter-governmental coordination entities for law enforcement efforts (i.e., COGs) are eligible for STEP grants.

General Traffic Safety Grants

General Traffic Safety grants are non-enforcement projects which address any of the 14 highway safety program areas; reference Tables 2.1 – 2.15 in Section Two. Organizations eligible for General traffic safety grants include state and local governments, educational institutions, and non-profit organizations.

Funding Constraints

- Funds are authorized on a Federal fiscal year basis only. Awarded grants are contingent upon the availability of Federal funds.
- Proposals selected for inclusion in the HSP become cost reimbursable grant-in-aid agreements.
- Contracts with vendors for particular services will be made through the state purchasing process, not through this request for proposal process.
- Federal and state grant funds cannot be used for lobbying.
- Supplanting is prohibited. Supplanting is defined as the "Use of Federal funds to support personnel or an activity that is already supported (paid for) by local or state funds".

Matching Funds

- All proposals must include a minimum of 20% local cost share (match).
- The amount of match provided is one of several scoring criteria items used during the proposal review and scoring process.

Data Universal Numbering System (DUNS)

The Data Universal Numbering System (DUNS) is a unique nine-digit number recognized as the universal standard for identifying and tracking businesses worldwide. The Federal Spending Transparency Directive and the previous Federal Funding Accountability and Transparency Act (FFATA) require that grantees and subgrantees have a DUNS number. Please check with your accounting staff to determine DUNS compliance. To obtain a DUNS number, visit the Dun & Bradstreet website at: http://fedgov.dnb.com/webform.

Pre-Award Audit

Eligible, non-governmental organizations are subject to a pre-award audit prior to any grant execution.

Grant Schedule

Agencies may only apply for a one-year grant.

FY 2017 Grant Schedule		
Grant Year Type	**Start Date**	**End Date**
A one-year grant extends over a single Federal fiscal year.	October 1, 2016	September 30, 2017

Section Two
PROGRAM NEEDS

Program Areas

There are fourteen Traffic Safety program areas for potential consideration for funding. The program areas are divided into three categories: Core, Supplemental, and Support.

Program Area	Category	Description
Alcohol and other Drug Countermeasures Motorcycle Safety Occupant Protection Police Traffic Services Speed Control Pedestrian and Bicycle Safety	Core	The Core Program Areas are the priority focus of the program because they have the greatest potential to reduce the number of motor vehicle crashes, injuries, and fatalities
Emergency Medical Services Railroad / Highway Crossing Roadway Safety Safe Communities School Bus Safety	Supplemental	The Supplemental Program Areas provide additional opportunities to reduce the number of motor vehicle crashes, injuries, and fatalities
Planning and Administration Traffic Records Driver Education and Behavior	Support	The Support Program Areas provide multiplier effects by increasing the value and effect of efforts expended in both the Core and Supplemental areas

Performance Measures

Proposers are encouraged to review the Strategies contained in Tables 2.1 – 2.15 in this section before preparing a proposal. When developing a proposal, proposers must select at least one of the Strategies and address how the strategy will be implemented. Performance Measures which include a NHTSA number are the "National Traffic Safety Performance Measures for States and Federal Agencies" as defined by NHTSA. (Definition: C=Core Outcome Measure, B=Behavioral Measure, A=Activity Measure)

The following tables (Tables 2.1 – 2.15) outline the FY 2017 Targets, strategies, and performance measures for each Traffic Safety program area:

Table 2.1: Overall State Target		
Targets	**Strategies**	**Performance Measures**
To reduce the number of motor vehicle crashes, injuries and fatalities		1. Mileage Death Rate [NHTSA C-3] 2. Mileage Death Rate (FARS – Urban) 3. Mileage Death Rate (FARS – Rural) 4. Number of traffic fatalities (FARS) [NHTSA C-1] 5. Number of serious injuries in traffic crashes (CRIS) [NHTSA C-2] 6. Number of drivers age 20 or younger involved in fatal crashes (FARS) [NHTSA C-9]

Table 2.2: Planning and Administration – 01 (Support)		
Targets	**Strategies**	**Performance Measures**
To provide effective and efficient management of the Texas Traffic Safety Program	Provide training and assistance for local and statewide traffic safety problem identification. Provide procedures and training on highway safety planning and project development. Ensure availability of program and project management training. Review and update program procedures as needed. Conduct periodic project monitoring and evaluation of traffic safety activities. Perform accurate accounting and efficient reimbursement processing. Maintain coordination of traffic safety efforts and provide technical assistance. Provide technical assistance and support for the Strategic Highway Safety Plan.	7. Publication of Traffic Safety Program deliverables including HSP, response to Management Review, and Annual Report 8. Number of training sessions provided

Table 2.3: Alcohol and Other Drug Countermeasures – 02 (Core)

Targets	Strategies	Performance Measures
To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries	Increase and sustain high visibility enforcement of DWI laws. Improve BAC testing and reporting to the State's crash records system. Improve anti-DWI public information and education campaigns including appropriate bilingual campaigns. Increase the number of law enforcement task forces and coordinated enforcement campaigns. Increase training for anti-DWI advocates. Increase intervention efforts. Improve and increase training for law enforcement officers. Improve DWI processing procedures. Improve adjudication and processing of DWI cases through improved training for judges, administrative license revocation judges, prosecutors, and probation officers. Increase the use of warrants for mandatory blood draws. Educate the public and stakeholders on the use of interlock devices and other alcohol monitoring technologies for DWI offenders.	9. Number of DUI-related (alcohol or other drugs) KA crashes (CRIS) 10. Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of .08 or above (FARS) [NHTSA C-5] 11. Number of impaired-driving arrests made during grant funded enforcement activities (eGrants) [NHTSA A-2]

Table 2.3a: Alcohol and Other Drug Countermeasures, Cont. – 02 (Core)		
Targets	**Strategies**	**Performance Measures**
To reduce the number of DUI-related crashes where the driver is under age 21	Improve education programs on alcohol and driving for youth. Increase enforcement of driving under the influence of alcohol by minor laws. Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking.	12. Number of 16-20 year old DUI drivers (alcohol or other drugs) in KA crashes per 100,000 16-20 year-olds (CRIS)

Table 2.4: Emergency Medical Services – 03 (Supplemental)		
Targets	**Strategies**	**Performance Measures**
To improve EMS care and support provided to motor vehicle trauma victims in rural and frontier areas of Texas	To increase the availability of EMS Training in rural and frontier areas. Increase EMS involvement in local community safety efforts.	13. Number of students trained in EMS classes

Table 2.5 - Motorcycle Safety – 04 (Core)		
Targets	**Strategies**	**Performance Measures**
To reduce the number of motorcyclist fatalities	Improve public information and education on motorcycle safety, including the value of wearing a helmet. Improve public information and education on the value of not operating a motorcycle while under the influence of alcohol and/or other drugs. Increase public information and education on motorists' responsibility pertaining to motorcycle safety. Increase rider education and training. Improve education and awareness of Motorcycle safety among law enforcement and EMS personnel, educators and State and local traffic engineers.	14. Number of motorcyclist fatalities (FARS) [NHTSA C-7] 15. Number of un-helmeted motorcyclist fatalities (FARS) [NHTSA C-8] 16. Number of motorcyclist fatalities involving a motorcycle operator with a BAC of .08 or above (CRIS)

Table 2.6: Occupant Protection – 05 (Core)		
Targets	**Strategies**	**Performance Measures**
To increase occupant restraint use in all passenger vehicles and trucks	Sustain high visibility enforcement of occupant protection laws. Increase public information and education campaigns. Increase intervention efforts by healthcare professionals, teachers, and all safety advocates. Concentrate efforts on historically low use populations. Increase occupant protection education, training, and awareness of safety belt issues for law enforcement, judges and prosecutors. Increase training opportunities and retention of child passenger safety (CPS) technicians and instructors. Increase EMS/fire department involvement in CPS fitting stations. Maintain CPS seat distribution programs for low income families.	17. Number of seat belt citations issued during grant-funded enforcement activities (eGrants) [NHTSA A-1] 18. Driver and outboard front seat passenger restraint use [NHTSA B-1] 19. Safety belt use rate by children age 5-16 20. Child passenger restraint use rate for children ages 0-4 21. Number of unrestrained passenger vehicle occupant fatalities, all seat positions (FARS) [NHTSA C-4]

Table 2.7: Pedestrian and Bicyclist Safety – 06 (Core)		
Targets	**Strategies**	**Performance Measures**
To reduce the number of motor vehicle-related pedestrian and bicyclist fatalities	Increase public information and education on motorists' responsibilities pertaining to pedestrian and bicyclist safety. Increase public information and education efforts on pedestrian and bicyclist safety. Improve "walkability" and "bikeability" of roads and streets. Improve data collection on pedestrian injuries and fatalities. Improve identification of problem areas for pedestrians.	22. Number of pedestrian fatalities (FARS) [NHTSA C-10] 23. Number of bicyclist fatalities (FARS) [NHTSA C-11]

Table 2.8: Police Traffic Services – 07 (Core)		
Targets	**Strategies**	**Performance Measures**
To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes To reduce commercial motor vehicle crashes, injuries and fatalities involving vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or greater	Increase public education and information campaigns regarding enforcement activities. Increase and sustain enforcement of traffic safety-related laws. Provide technical and managerial support to local law enforcement agencies and highway safety professionals. Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws. Increase public information and education on intersection related traffic issues. Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices. Increase public information and education on distracted driving related traffic issues. Increase public information and education on sharing the road with commercial motor vehicles (CMV).	24. Number of intersection and intersection-related KA crashes (CRIS) 25. Number of CMV (large truck) involved fatalities. All crashes involve at least one vehicle with a vehicle body type of "Semi-Trailer" or "Truck-Tractor" (CRIS) 26. Number of CMV (large truck) involved fatal crashes. All crashes involve at least one vehicle with a vehicle body type of "Semi-Trailer" or "Truck-Tractor" (CRIS)

Table 2.9: Speed Control – 08 (Core)

Targets	Strategies	Performance Measures
To reduce the number of speed-related fatal and serious injury crashes	Increase and sustain high visibility enforcement of speed-related laws. Provide community training on speed-related issues. Increase public information and education concerning speed related issues.	27. Number of speeding-related citations issued during grant-funded enforcement activities (eGrants) [NHTSA A-3] 28. Number of speeding-related fatalities (FARS) [NHTSA C-6]

Table 2.10: Traffic Records – 09 (Support)		
Targets	**Strategies**	**Performance Measures**
To improve the timeliness, accuracy, completeness, uniformity, integration, and / or accessibility of crash related data bases	Develop, Implement, Maintain, and Provide one or more of the performance attributes of timeliness, accuracy, completeness, uniformity, integration, and/or accessibility as defined by the "Model Performance Measures for State Traffic Records Systems". Meet at least one of the following National Guidelines for Crash Records: • MMUCC • MIRE • NEMSIS • NIEM • MIDRIS • HPMS	29. Number of Days from Crash Occurrence to Data Entered into System 30. Percentage (%) of Reports with no errors on Critical Data Elements 31. Percent (%) of Data File compliant with applicable National Guideline 32. Percent (%) of Records linked to or with another System 33. Improvement of Accessibility to Data Base Systems

Table 2.11: Driver Education and Behavior – 10 (Support)		
Targets	**Strategies**	**Performance Measures**
To increase public knowledge, perception and understanding of driver education and traffic safety for all road users To reduce the number of crashes and injuries related to distracted driving	Develop and implement public information and education efforts on traffic safety issues. Provide assistance to update the drivers' education curriculum and administrative standards. Conduct and assist local, state and national traffic safety campaigns. Implement and evaluate countermeasures to reduce the incidence of distracted driving. Conduct public information and education campaigns related to distracted driving. Improve the recording of distracted driving as a contributing factor on crash reports.	34. Number of media impressions reached with traffic safety messages 35. Driver attitudes and awareness concerning impaired driving, seat belt use, and speeding issues 36. Number of distracted driving related KA Crashes (CRIS)

Table 2.12: Railroad / Highway Crossing – 11 (Supplemental)		
Targets	**Strategies**	**Performance Measures**
To reduce KAB crashes at railroad/highway crossings	Increase education of law enforcement concerning laws governing railroad/highway crossings. Increase public education and information on railroad/highway crossing safety.	37. Number of KA crashes at railroad or highway crossings (CRIS)

Table 2.13: Roadway Safety – 12 (Supplemental)		
Targets	**Strategies**	**Performance Measures**
To reduce the number of traffic crashes, injuries, and fatalities in work zones To increase knowledge of roadway safety and current technologies among people involved in engineering, construction, and maintenance areas at both the state and local level	Increase public education and information on roadway safety. Provide traffic safety problem identification to local jurisdictions. Improve highway design and engineering through training. Provide training on roadway safety issues.	38. Number of serious injuries in work zones (CRIS) 39. Number of fatalities in work zones (CRIS) 40. Number of persons trained in roadway safety classes

Table 2.14: Safe Communities -13 (Supplemental)		
Targets	**Strategies**	**Performance Measure**
To establish integrated community traffic safety programs to prevent traffic-related fatalities and injuries	Support the establishment and growth of Safe Communities Coalitions. Support statewide the Texas Safe Community efforts by providing education, training, and coordination on how to initiate and conduct community based traffic safety programs and how communities can become designated as a Texas Safe Community Coalition.	41. Number of Safe Communities Coalitions

Table 2.15: School Bus – 14 (Supplemental)		
Targets	**Strategies**	**Performance Measure**
To reduce School bus-related crashes, injuries and fatalities	Provide safe school bus operation training for school bus drivers. Provide public information and education campaigns to promote safe motor vehicle operations around school buses.	42. Number of school bus passenger fatalities per year on a five year average (FARS)

Federal Funding

The amount of Federal funds to be awarded during this RFP is estimated and therefore is subject to change. The following table outlines the program area, estimated funding levels, and Federal fund source:

Program Area	Total Federal Funding	Section 402	Section 405 Occupant Protection	Section 405 Traffic Records	Section 405 Impaired Driving	Section 405 Motorcyclist Safety
01 – Planning & Administration (PA)	$514,900.00	$514,900.00				
02 – Alcohol & Other Drug Countermeasures (AL)	$16,039,960.25	$4,526,308.99			$11,513,651.26	
03 – Emergency Medical Services (EM)	$469,220.54	$469,220.54				
04 – Motorcycle Safety (MC)	$942,268.31	$590,623.86				$351,644.45
05 – Occupant Protection (OP)	$5,276,048.61	$894,446.64	$4,381,601.97			
06 – Pedestrian & Bicyclist Safety (PS)	$1,181,448.28	$1,181,448.28				
07 – Police Traffic Services (PT)	$10,963,101.36	$10,963,101.36				
08 – Speed Control (SC)	$575,236.07	$575,236.07				
09 – Traffic Records (TR)	$7,104,496.08			$7,104,496.08		
10 – Driver Education & Behavior (DE)	$3,336,400.00	$3,336,400.00				
11- Railroad / Highway Crossing (RH)	$72,200.00	$72,200.00				
12 – Roadway Safety (RS)	$486,400.00	$486,400.00				
13 – Safe Communities (SA)	$176,700.00	$176,700.00				
14 – School Bus (SB)	$151,050.00	$151,050.00				
	$47,289,429.50	**$23,938,035.74**	**$4,381,601.97**	**$7,104,496.08**	**$11,513,651.26**	**$351,644.45**

Federal Fund Sources

- Section 402 – State and Community Highway Safety Programs — Click here for the NHTSA Resources Guide Webpage
- Section 405 – Section 405 National Priority Safety Program (MAP-21) — Click here for the NHTSA Resources Guide Webpage

High Priority Needs

Proposals are being accepted that address the strategies in Tables 2.1 – 2.15, as well as proposals that address specific program needs stated below. The amounts quoted in this section are estimated potential Federal awards, which are contingent upon the availability of funds.

Alcohol and Other Drug Countermeasures

(1) Proposals are being accepted that address the problems of Driving While Intoxicated (DWI) and Driving under the Influence (DUI) of Alcohol by Minor. An estimated $16 million in Federal funds are being dedicated to reduce the number of alcohol and other drug-related fatalities.

Special consideration will be given for programs and DUI/DWI enforcement that reduce the number of alcohol - related crashes and fatalities occurring within the top 25 Counties in Texas. These counties were selected based on the five year average of alcohol – related fatalities. These counties are:

Bell	Bexar	Brazoria	Cameron	Collin
Dallas	Denton	Ector	El Paso	Fort Bend
Galveston	Grayson	Harris	Hidalgo	Jefferson
Lubbock	McLennan	Midland	Montgomery	Nueces
Potter	Smith	Tarrant	Travis	Williamson

(2) Proposals are being accepted to conduct Standardized Field Sobriety Testing (SFST) Basic or initial training courses for Texas Peace Officers statewide. The maximum potential Federal award for this project is $150,000.00. Proposals can use the average hourly pay rate of law enforcement officers attending the course as a source of match. One (1) statewide project will be funded.

(a) Only TCOLE-certified contract providers that meet the General Traffic Safety Grant Eligibility requirements can apply to conduct SFST courses.

(b) Proposals for the basic/initial SFST course and the SFST refresher courses listed under #3 below may be combined into one proposal not to exceed $650,000.00.

(3) Proposals are being accepted to conduct Standardized Field Sobriety Testing (SFST) Refresher Training courses for Texas Peace Officers. The maximum potential Federal award for this project is $500,000.00. Proposals can use the average hourly pay rate of law enforcement officers attending the course as a source of match.

(a) Only TCOLE-certified contract providers that meet the General Traffic Safety Grant Eligibility requirements can apply to conduct SFST Refresher courses.

(b) Proposals for the basic/initial SFST course and the SFST refresher courses listed under #2 above may be combined into one proposal not to exceed $650,000.00.

(4) Proposals are being accepted for the first phase of a project that will ultimately develop, create, operate, and maintain a driving under the influence/driving while intoxicated (DUI/DWI) tracking system database. This system should follow the Model Impaired Driving Records Information Systems (MIDRIS) framework, and link Texas' criminal justice agencies databases to create a network containing, at a minimum, the following items:
   (a) Offender arrest data
   (b) Offender criminal history
   (c) Offender driving history
   (d) Current offender warrants and arrests
   (e) Offender identifiers including identification data, photographs, and fingerprint records
   (f) Court adjudication information including initial and final charge

(5) The TRF-TS highly encourages agencies who apply for a comprehensive or yearlong enforcement STEP grant to include DWI/DUI elements as a part of your proposal.

Commercial Motor Vehicle Enforcement (STEP)

(1) Proposals are being accepted for increased commercial motor vehicle enforcement along the Mexican border and at Texas port areas. The Panama Canal expansion will increase the need for additional CMV enforcement in the international port and border areas.

(2) Proposals are being accepted for increased commercial motor vehicle enforcement within the energy sectors located in Texas.

Distracted Driving

(1) Proposals are being accepted for raising the awareness of the dangers of distracted driving. The effort must be performed using non-paid-media methods for the delivery of the messages.

Motorcyclist Safety

(1) Proposals are being accepted for raising the awareness of rider education, rider awareness, and motorist awareness. The effort must be performed using non-paid-media methods for the delivery of the messages.

Occupant Protection

(1) The TRF-TS highly encourages agencies who apply for a comprehensive or yearlong enforcement STEP grant to include nighttime seat belt enforcement as a part of your proposal.

(2) Proposals are being accepted for the execution of one (1) statewide conference (1-2 days in length) for child passenger safety technicians and instructors to raise awareness of CPS issues and conduct needed in-service training for CPS techs and instructors. This project will not provide funding for hotel rooms and registration fees for attendees. Those wanting to attend the conference need to budget travel costs and registration fees in their own proposal.

Pedestrian/Bicycle Safety

(1) Proposals are being accepted for improving riding skills and knowledge of traffic laws among adult bicyclists.

(2) Proposals are being accepted to provide education efforts that address and reduce the growing number of pedestrian fatalities and injuries.

Traffic Records

(1) Proposals are being accepted to conduct one (1) Traffic Records Program Area Assessment as detailed in "The Traffic Records Program Assessment Advisory", DOT HS 811 644 (http://www-nrd.nhtsa.dot.gov/Pubs/811644.pdf)

Traffic Safety Conference

(1) Proposals are being accepted for the execution of one (1) statewide conference to raise awareness of traffic safety issues and programs. This project will not provide funding for hotel rooms and registration fees for attendees. Those wanting to attend the conference need to budget travel costs and registration fees in their own proposal. The conference will last 1 ½ days. Most attendees will need to budget for two nights of lodging.

Surveys, Studies or Analysis

(1) Proposals are being accepted for conducting a group of four (4) surveys to assess statewide occupant restraint use to estimate statewide belt use in 22 counties, front seat occupant restraint use in 18 cities, child occupant restraint use (0-4 years) in 14 cities, and school-aged (5-16 years) in 18 cities.

(2) Proposals are being accepted for conducting one (1) survey in 18 cities to assess front seat driver and passenger occupant restraint use during the night.

(3) Proposals are being accepted for conducting one (1) survey to assess statewide mobile communication use.

(4) Proposals are being accepted for conducting one (1) survey to assess statewide driver attitude and awareness of traffic safety programs.

(5) Proposals are being accepted for conducting one (1) survey to assess safety belt use in ten cities during the Click It or Ticket (CIOT) campaign; pre, mid, post campaign.

SECTION THREE
PROPOSAL SUBMISSION

Schedule

The proposal process schedule includes major milestones and target due dates culminating in an executed grant agreement. The proposal submission due date is set; all others are subject to change. Any updates will be posted at: https://www.txdot.gov/apps/eGrants/eGrantsHelp/rfp.html.

The following table outlines the proposal schedule:

Activity / Milestone	Target Due Date
Submission	
Request for Proposals (RFP) Posted	11/06/2015
Proposal Submission Training – STEP | General Grants	11/12/2015
Deadline for Proposal Questions	12/01/2015
Proposal Q&A Posted	12/09/2015
Deadline for Proposal Submission	01/07/2016
Scoring and Negotiations	
Proposals Scored	02/17/2016
Proposal Negotiations Completed	04/15/2016
Funding Approval	
Funding List and Minute Order Developed	05/01/2016
Funding Approved By Transportation Commission	05/26/2016
HSP Development	
HSP Drafted and Reviewed	06/01/2016
HSP Submitted to NHTSA	07/01/2016
HSP Approved and Published	09/01/2016
Award Grants	
Grants Awarded, Executed and Activated in eGrants	10/01/2016

Development

Program Area Targets

Proposals must comply with the Targets and strategies outlined in Tables 2.1 – 2.15 in Section Two: Program Needs.

The NHTSA publication, "Countermeasures That Work, A Highway Safety Countermeasure Guide for State Highway Safety Offices" provides a guide to selecting effective, science-based traffic countermeasures for major highway safety problem areas. The publication is located at http://www.ghsa.org/html/publications/index.html.

eGrants

- All proposals must be completed in eGrants at: https://www.txdot.gov/apps/egrants.
- To set up an eGrants account, select the "New User" link on the eGrants Login page.
- For help and resources, select the eGrants Help link on the eGrants Login page.

Training

- Training will be provided via webinar. Login and call-in information are located at: https://www.txdot.gov/apps/eGrants/eGrantsHelp/rfp.html.
- There will be two (2) training sessions; STEP and General Grants. Proposers are encouraged to attend the webinar training for their respective proposal type:
  - Thursday, November 12, 2015 – STEP Traffic Safety Grant, 8 a.m. – 12 p.m. CST.
  - Thursday, November 12, 2015 – General Traffic Safety Grant, 1 p.m. – 5 p.m. CST.

Questions

- All proposal-related questions must be submitted via email to TRF_RFP@txdot.gov by 5 p.m. (CST) on Tuesday, December 1, 2015. All email subject lines must be preceded by **"RFP Question:"** followed by a specific topic.
- A question-and-answer document will be posted by Wednesday, December 9, 2015, at: https://www.txdot.gov/apps/egrants/eGrantsResources/rfp.html.
- Telephone inquiries regarding the development of proposals are not accepted.

Submission

- Proposals **must** be submitted via eGrants by changing the status in eGrants to "Proposal Submitted." This status must be changed no later than 5:00 p.m. (CST) Thursday, January 7, 2016. Proposals will not be accepted after 5:00 p.m. (CST) Thursday, January 7, 2016. Submitted proposals cannot be returned to the proposer for modifications or changes.
- Proposers must ensure they are using and submitting the correct forms in eGrants specific to the grant type.
- Proposals must be submitted by the responsible entity or have the written support from an authorized representative of that agency.
- Separate documents with information pertaining to the proposer qualifications, commitment, availability of external resources, task force associations, or previous traffic safety or related experience may also be included with the proposal as attachments. These additional attachments will not be scored. Please do not mail hard copies to TxDOT. Any hard copies received will be discarded.
- Proposals for potential statewide projects in public schools must include a detailed description explaining the public schools' inclusion in the planning process and the school's participation in the proposal. The description needs to be submitted as an attachment to the proposal.
- Failure to follow the above requirements will disqualify your proposal from the scoring process.

SECTION FOUR
STEP GRANTS

Eligibility

- Organizations eligible for STEP funds include the Texas Department of Public Safety (TxDPS), sheriff's offices, constable's offices, local police departments, and inter-governmental coordination entities for law enforcement efforts; i.e. COGs.
- All jurisdictions are eligible for STEP Yearlong grants regardless of population.
- Communities with STEP Yearlong grants will still be considered for participation in special projects like Click It or Ticket (CIOT) and/or Impaired Driving Mobilization (IDM) campaigns throughout the year. These projects will be solicited at a later time.
- Do not submit a proposal for CIOT and IDM projects through this RFP.

Funding

Funding for STEP grants helps pay for overtime activities by local law enforcement to reduce the incidence of speeding, driving while intoxicated and driving under the influence of alcohol by minor, failure to use occupant restraint systems, intersection traffic control violations and enforcement of state and local ordinances on cellular and texting devices. Enforcement grants come from one or more of the TRF-TS program areas.

The follow table outlines the program area and its respective STEP type:

Program Area	STEP Type
Alcohol and Other Drug Countermeasures (AL)	Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) of Alcohol by Minor
Occupant Protection (OP)	Failure to Use Occupant Restraint
Police Traffic Services	Intersection Traffic Control (ITC) Distracted Driving (DD) Commercial Motor Vehicle (CMV) to include Speed, OP, and Hazardous Moving Violations (HMV)
Speed Control	Speed

Comprehensive STEP grants consist of two or more of the enforcement elements including speed, occupant protection, DWI / DUI of Alcohol by Minor, Intersection Traffic Control (ITC) and Distracted Driving (DD) and will be funded under the Police Traffic Services program area.

The TRF-TS highly encourages agencies who apply for a comprehensive or yearlong enforcement STEP grant to include DWI/DUI elements and/or nighttime seat belt enforcement as a part of your proposal.

STEP Yearlong

A maximum funding amount has been established for STEP Yearlong proposals submitted by communities, based on the population of the community and available crash data. Proposers may apply for a STEP Yearlong or STEP Wave **and** a STEP Yearlong CMV grant, but no more than the established amounts will be awarded to a community for all enforcement activities during the fiscal year. Communities may request less than the maximum. The following table outlines the established maximum federal budget per year based on 2014 U.S Census estimated population:

Population of Jurisdiction	Amount	Population of Jurisdiction	Amount
1 – 4,999	$20,000	125,001 – 300,000	$250,000
5,000 – 25,000	$40,000	300,001 – 700,000	$450,000
25,001 – 50,000	$70,000	700,001 and greater	$1,000,000
50,001 – 125,000	$110,000		

STEP Wave

The maximum reimbursable amount allowable for a STEP Wave grant is **$40,000.00** per agency.

All STEP Proposals

- Law enforcement agencies that propose a STEP Yearlong grant or a STEP Wave grant may also apply for a STEP Yearlong CMV project. For funding limitations, see table on this page.
- Proposals for a STEP Yearlong grant are limited to one STEP element or combinations of the following STEP elements:
  - Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) of Alcohol by Minor
  - Occupant Protection (OP)
  - Speed
  - Intersection Traffic Control (ITC)
  - Distracted Driving (DD)
- Proposers should submit one combined STEP Yearlong proposal that covers the desired traffic safety elements. Proposals that address two or more elements will be classified as a STEP Comprehensive.
- STEP Wave proposals are limited to a **minimum** of three (3) holiday periods per year or a **maximum** of six (6) holiday periods per year (see page 34). Consisting of one or more of the following:
  - Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) of Alcohol by Minor
  - Occupant Protection
  - Speed Violations
  - Distracted Driving
- Law enforcement agencies may apply for ***only one*** of the following grants:
  - STEP Yearlong
  - STEP Wave

Public Information & Education (PI&E)

Law enforcement agencies are required to provide PI&E activities, including the distribution of PI&E materials, throughout the grant period. Salaries being claimed for PI&E activities must be included in the budget. Proposal help for budgeting PI&E Salaries and Fringe Benefits is located at: https://www.txdot.gov/apps/egrants/eGrantsHelp/Proposal/STEPSalariesFringeBenefits.html

The minimum **required** number of PI&E activities for a STEP Yearlong is as follows:

- Presentations – 4
- Media Exposures – 4
- Community Events – 2

Operational Plan

All STEP Yearlong proposals **must** include an Operational Plan**.** The Operational Plan is designed to aid law enforcement agencies with defining roadways and locations where enforcement efforts will be concentrated when working on a STEP Yearlong project. Operational Plan instructions are located at: https://www.dot.state.tx.us/apps/egrants/eGrantsHelp/Proposal/Operational%20Plan.html

Policies and Procedures

All STEP agencies ***must*** either have established written STEP operating policies and procedures, or develop policies and procedures **prior to** a STEP grant being executed. Each STEP agency will certify that it has, or will develop such procedures during the proposal process in eGrants. The following table outlines the required minimum local policies and procedures:

Requirement	Description
Roles and Responsibilities	a description of which position serves as STEP project director and a list of their main responsibilities
STEP Shifts	a description of how the agency selects individuals to work a STEP Shift
Authorization to Work	a description of how prior approval is obtained for an individual authorized to work a STEP shift
Work Restrictions	a list of any restrictions imposed on working STEP, such as limitations on the number of hours an officer can work per shift, etc.
Supervision	a description of how the agency supervises officers working STEP shifts
Overtime Status	a description on how the agency determines an individual's overtime status before working STEP
Documentation	a description of how an individual's time worked on a STEP shift is documented
Required STEP Documentation	a description of the paperwork that is required after the STEP shift ends (i.e., time sheets, overtime cards, STEP daily activity reports, citations, etc.)
Approval	a description of the process the supervisor uses to approve and document the hours worked
Performance Targets	a description of the process used to oversee the agency's performance toward meeting the grant's performance measures/target numbers

STEP Yearlong

Requirements outlined in this section apply to all STEP Yearlong including STEP Yearlong CMV proposals.

Selection of Elements

The following table outlines the STEP Yearlong proposals that are limited to one or a combination of the following elements:

STEP Yearlong Elements	
Element	**Target**
Driving While Intoxicated (DWI)/ Driving Under the Influence (DUI) of Alcohol by Minor (AL)	**To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities and to reduce the number of DUI of Alcohol-related crashes where the driver is under the age of 21**
Occupant Protection (OP)	**Increase occupant restraint use in all passenger vehicles and trucks (safety belt and child safety seat usage) and increase nighttime enforcement of seat belt laws.**
Speed (SC)	**To reduce the number of speed-related crashes, injuries, and fatalities**
Intersection Traffic Control (ITC)	**To reduce intersection-related motor vehicle crashes, injuries, and fatalities. This STEP targets intersections with a high frequency of crashes within metropolitan areas**
Distracted Driving (DD)	**To reduce the number of distracted driving related crashes, injuries and fatalities. This STEP element provides for enforcement of state and local ordinances on distracted driving arising from the use of cellular and texting devices in vehicles**
Commercial Motor Vehicle (CMV)	**To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck- Tractor". STEP CMV projects include Speed, Occupant Protection (OP), and Hazardous Moving Violations (HMV)**

NOTES

- Proposals that address two or more elements are classified as STEP Comprehensive.
- Speed enforcement must be conducted at sites that have less than 50% compliance as determined by speed surveys, or at sites with compliance rates of 50% or more that have been pre-approved by TxDOT. Additional documentation, such as crash data, will be required to show that these sites warrant increased enforcement.
- Proposals with an OP element will be required to conduct seat belt enforcement during the annual Click it or Ticket mobilization and submit a performance report detailing enforcement activities.

- Proposals with a DWI element will be required to conduct DWI enforcement during the annual Labor Day Impaired Driving Mobilization and submit a performance report detailing enforcement activities.
- Proposals with Speed and Occupant Protection elements will require survey data. This data must not be older than **September 1, 2015.** Procedures are located at: https://www.txdot.gov/apps/eGrants/eGrantsHelp/index.html. Select "**STEP OP and Speed Survey Tools**" link under the "**STEP Toolbox"** heading.

Baseline Information

Baseline information serves as a foundation for proposers to measure pre-grant traffic enforcement activity. Baseline information **must** be provided by the proposers to identify local traffic enforcement related activity. The information must **exclude** any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

The baseline numbers are critical in establishing the causes and numbers of fatalities, injuries, crashes and property damage, in a community. The surveys and citations must be from the site location (city, county, roadway section, statewide), that the STEP will target. TRF-TS will use CRIS data to score and rank STEP proposals.

NOTE: A baseline number must be provided for each measure in a STEP proposal.

NOTE: Citation data older than calendar year 2014 will not be accepted. Only data for citations other than STEP must be used to establish the baseline.

Documentation

Example of verifiable, current, and applicable data sources include, but are not limited to:

- Agency citation data files
- Municipal or JP court files
- State or local surveys or assessments (i.e., TTI Safety Belt Survey)

STEP Yearlong CMV

STEP Yearlong CMV proposals **must** include enforcement of **all** of the following components:

- Speed
- OP
- HMV

NOTE: STEP Yearlong proposers may also apply for a STEP Yearlong CMV proposal. However, a STEP Yearlong CMV proposal must be submitted separately. To apply for a STEP Yearlong CMV grant, please contact **trf_egrantshelp@txdot.gov**. Maximum funding amounts are split between the STEP Yearlong and STEP Yearlong CMV proposals and the combined funding amounts cannot exceed the limits allowed for the community.

STEP Wave

STEP Wave grants may consist of one (1) element or a combination of two (2) or more of the following elements:

- DWI/DUI of Alcohol by Minor - Jurisdiction Wide (DWI enforcement effort **must** be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI/DUI of Alcohol by Minor arrests).
- Speed - Jurisdiction Wide (Speed enforcement **must** be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes).
- Safety Belt - Jurisdiction Wide.
- Distracted Driving – Jurisdiction Wide.
- Proposers may choose the element(s) that will comprise their STEP enforcement effort. Speed and occupant protection elements **will** require survey data. This data must not be older than **September 1, 2015**, and must follow TRF-TS survey data protocol. Procedures are located at: https://www.txdot.gov/apps/eGrants/eGrantsHelp/index.html. Select **"STEP OP and Speed Survey Tools"** link under the "**STEP Toolbox"** heading.

Enforcement Periods

Law enforcement agencies must work three (3) required Wave periods and may choose up to three (3) optional Wave periods.

REQUIRED

- Christmas/New Year's Day
- Memorial Day
- Labor Day

OPTIONAL

- Halloween
- Thanksgiving
- Valentine's Day
- Spring Break
- Independence Day
- Special Event Period

NOTE: When selecting optional periods, they would become a requirement of the executed grant agreement.

Special Event Period

- Defined as a time period where the community sees an increase in traffic volume and increased enforcement would prove beneficial; i.e. county fairs, local rodeos, conventions, beach/lake traffic, etc.
- Consists of a minimum of four (4) and no more than seven (7) consecutive days of enforcement.
- Cannot be scheduled during any of the other required or optional STEP Wave periods.

PI&E Objective

Law enforcement agencies are required to provide PI&E activities, including the distribution of PI&E materials, throughout the grant period. The minimum number of PI&E activities for STEP Wave grants are as follows:

- Presentations – one (1) per STEP Wave period
- Media Exposures – two (2) per STEP Wave period
- Community Events – one (1) per grant period

Further information is located at:

https://www.txdot.gov/apps/egrants/eGrantsHelp/Proposal/STEPPI&EObjectivePerformanceMeasure.ht ml

Activities

Required activities for STEP Wave grants are listed below.

- **Pre-Surveys**

  Pre-observational surveys establish safety belt usage rates and/or speed limit compliance prior to conducting any enforcement activity. Surveys are only applicable to STEP Wave grants consisting of "Occupant Protection" and/or "Speed" components. A pre and post survey is required after each STEP Wave.

- **Pre-Media Campaign**

  Local media events are conducted at least three (3) days prior to enforcement effort to maximize the visibility of enforcement to the public. The media events are intended to inform the public when, where, how, and why the safety belt, impaired driving, distracted driving, and/or speed limit laws that are being enforced.

- **Enforcement Effort**

  The Target of increased enforcement efforts via a STEP grant is to place primary emphasis on increasing the number of citations or arrests for non-use of occupant restraints, impaired driving, distracted driving, and/or speeding, during peak holiday traffic.

- **Post-Surveys**

  Post-observational surveys are conducted for each STEP Wave period to determine safety belt usage and/or speed limit compliance. Measure the impact of media/enforcement effort. Surveys are only applicable to STEP Wave grants consisting of "Occupant Protection" and/or "Speed" components. **NOTE: The post survey can be used for the pre-survey results for a subsequent STEP Wave.**

- **Post-Media Campaign**

  Local media events inform the public on the rationale for safety belt usage, impaired driving, distracted driving and/or speed laws and communicates the results of the STEP Wave.

STEP Wave Calendar

The FY 2017 STEP Wave Calendar is located at:
https://www.txdot.gov/apps/eGrants/eGrantsHelp/WaveCalendar/STEPWaveCalendar_2017.pdf

Project Plan

The Project Plan consists of the problem solution, objective, performance measures and performance targets.

Problem Solution

Elements are selected by a proposer to be included in a STEP proposal.

Objective, Performance Measures

The objective briefly indicates the specific purpose of the proposal. Performance measures and targets provide guidance to determine efficiency and effectiveness of the project; serving as a measure of progress. Each performance measure **must** be designed as an evaluative mechanism for measuring the project's level of success. Performance targets determine progress of performance measures and

the impact on identified problems. Performance targets are expressed as a quantity or amounts and are monitored and reported throughout the grant period. **NOTE: Use the baseline number to establish the target for the performance measures.**

STEP Indicator

As scoring criteria, a point range is based on the data submitted compared to the statewide performance average, or STEP indicator, for each enforcement element selected. The STEP indicator is a target and not a quota, and is an established average for enforcement performance measures across the State. At no time does TxDOT require an individual officer to issue a specific number of citations during an enforcement period. Texas Transportation Code Section 720.002 prohibits using traffic offense quotas, and nothing in this request for proposal or any award issued under this proposal requires a traffic offense quota. The following table outlines a breakdown of the statewide average or STEP Indicator:

Statewide Average (STEP Indicators)

Indicator	Points per Citation	Citations Per Enforcement Hour Worked	Example
Occupant Protection (OP)	1.5 points	1.67 – 2.0	100 hours x 1.67 citations per hour = 167 citations
Speeding (SC)	1 point	2.5 – 3.0	100 hours x 2.5 citations per hour = 250 citations
Intersection Traffic Control (ITC)	2 points	1.25 – 1.5	100 hours x 1.25 citations per hour = 125 citations
Distracted Driving (DD)	2 points	1.25 – 1.5	100 hours x 1.25 citations per hour = 125 citations
Commercial Motor Vehicle (CMV) including Speed, OP, and HMV	2 points	1.25 – 1.5	100 hours X 1.25 citations per hour = 125 citations
Driving While Intoxicated (DWI)	18 points Per Arrest	1 DWI arrest per each six (6) hour enforcement period worked	100 hours divided by 6 Arrests= 16.67 DWI arrests
Driving Under the Influence(DUI) of Alcohol by Minor	6 points Per Arrest	1 DUI of Alcohol by Minor arrest/citation per each two (2) hour enforcement period worked	100 hours divided by 2 hours = 50 DUI of Alcohol by Minor arrests

NOTE: Warnings, either verbal or written, are not considered citations and therefore cannot be applied toward any performance measures, target numbers or STEP Indicator identified in the proposal. However, once a grant has been executed, TxDOT will accept documented (written) warnings that are associated with the grant's STEP elements in the agency's Performance Reports. Only written warnings for STEP element violations are eligible for inclusion in the Performance Report.

Although warnings cannot count towards establishing a grant's performance measures and target numbers, they will receive one-half the point value as STEP element citations and can be counted towards the agency's STEP Element Indicator in the Performance Reports.

NOTE: A minimum average of 2.5 points per hour will be required for STEP Yearlong and STEP Wave proposals.

NOTE: The STEP Element Indicator is increased by increasing the number of arrests and/or citations or decreasing the number of planned enforcement hours.

Calculator Tool

To calculate a STEP Element Indicator, the tool is located at:
https://www.dot.state.tx.us/apps/eGrants/eGrantsHelp/ToolBox/StepElementIndicator.html

SECTION FIVE
GENERAL GRANTS

Eligibility

Organizations eligible for General Traffic Safety grants include state and local governments, educational institutions, and non-profit organizations.

Funding

Public Schools

Proposals for potential statewide projects in public schools must include their plan for securing permission from Superintendents to conduct the project in their schools.

Child Passenger Safety Seats

Safety seats will no longer be purchased by the Texas Department of State Health Services (DSHS) for other child passenger safety grants. New process for acquiring child safety seats is as follows:

- Proposers requiring safety seats must include them in their proposals as a budgeted item, including quantity and budget amount to support the purchase (estimate seats at $50 each).
- Proposals must include storage, shipping and distribution method(s).

Problem Identification

Problem identification includes the problem statement and documentation of data.

- Additional or continuation narration uploaded as an attachment in eGrants will not be reviewed or scored by the proposal review teams.
- Charts, graphs, or tables uploaded in eGrants will be reviewed and/or scored by the proposal review teams.

Problem Statement

The problem identification description is one of the most important parts of a proposal. It **must** be as follows:

- **Clear, concise, and accurate description of the problem that the project aims to address**

- **Supported by relevant traffic safety data**
  - Causes of fatalities, injuries, crashes and property damage, site location (city, county, roadway section, statewide), and target population data.
  - The traffic safety data is current and specific to Texas/local communities.
  - Other pertinent data, such as safety belt use, may be included or substituted for crash data. Supporting data must include 2013 data or newer. Data that is older than 2013 can be included for trends.
  - Data must be sourced correctly for traffic safety purposes. Data must show an over-representation, or data represented in excessive or disproportionately large numbers. State projects should compare with national data and local projects compare to state data.

- **Specific to the problem(s)**

  A strong problem identification description accurately defines the nature and magnitude of the specific problem(s) to be addressed by the proposed project.

Documentation

Some examples of verifiable, current, and applicable data sources include:

- Local law enforcement agencies
- Hospital and emergency room reports
- Texas Department of Public Safety (TxDPS)
- Crash Records Information System (CRIS) http://www.txdot.gov/inside-txdot/forms- publications/drivers-vehicles/publications/annual-summary.html
- State or local surveys or assessments; i.e., TTI Safety Belt Survey

Project Plan

The Project Plan consists of the problem solution, objective, performance measures, and performance targets.

Problem Solution

The proposed problem solution **must** briefly and clearly describe the scope of work and activities that will be performed to address the stated traffic safety problem(s). The solution **must** include methods, countermeasures, and strategies that could potentially minimize or eliminate the stated problem or increase traffic law compliance. The proposed solution must also detail the "who-what-when-where-how" in order to aid in the grant evaluation.

Problem Solution Relevance

The problem solution is relevant to the traffic safety problem identified. The solution proposes a comprehensive approach to address the problem and is properly scoped. The solution must include relevant strategies, tasks, and specific activities.

Evaluation

The proposal must clearly indicate how the project will demonstrate methods for measuring and evaluating project success. The proposal must have a definitive means of communicating objective(s) and expected outcome(s) in evaluating success. Proposers need to indicate in detail how their organization will evaluate the proposed projects to prove success.

Objectives and Performance Measures

Objectives, Action Plans and Activities

Objectives indicate the specific purpose of the project. Every Action Plan **must** contain high-level activities, with a **maximum** of ten (10) activities per objective. Objectives must meet the following criteria:

- Consistent with traffic safety problem solution (project purpose).
- Objective statements must form coherent, clearly stated sentences.
- Only one action plan page shall be completed per objective

- Do not submit administrative objectives that cover activities such as hiring staff, submitting, or completing performance reports or requests for reimbursements.

TRF-TS uses a guideline called the **S.M.A.R.T.** principle to assess performance Targets and performance measures. Objectives must use the S.M.A.R.T. criteria. Therefore, all objectives must be:

- **Specific**
- **Measurable**
- **Action-oriented**
- **Realistic**
- **Time-framed**

Performance Measures

All objective target numbers must be realistic and properly time-framed in order to measure project progress, including the following:

- Completion dates
- Tangible quantities
- Number of tasks
- Number of deliverables

Activities

Activities must meet the following criteria:

- Clearly provide sufficient explanation to support each project objective.
- Realistic, properly time-framed and sequenced.
- Support the overall scope of the proposed project.
- Begin with an active verb and provide sufficient explanation to support all objectives.

SECTION SIX
STEP AND GENERAL GRANT BUDGETS

Budgets

A proposal budget must support the project plan (problem solution, objectives and related activities). The proposed budget must be reasonable, necessary, and must include only cost-eligible line items.

Modifications

Once a proposal is submitted, the requested Federal award **cannot** be increased. A budgetary adjustment may be necessary if the budget is inaccurate, unreasonable, or unallowable. Minor modifications may be made during the grant negotiations process.

Support Documentation

Support documentation with specific details must be included with the proposal. Examples include:

- Travel plans
- Equipment type
- Large dollar items
- Fringe benefits
- Contractual services intended to be funded with grant monies
- Indirect cost; must provide a current final indirect cost rate approved by Federal cognizant agency or TxDOT. Provisional Indirect Cost Rates must include current grant year and a final rate must be submitted for approval within the provisional period.

Rules for the use of Federal highway safety grant funds are located at:
http://www.nhtsa.gov/About+NHTSA/Highway+Safety+Grant+Programs/Resources+Guide

Indirect Costs:

If any proposing agency does not have an unexpired, negotiated indirect cost rate by a cognizant Federal agency or TxDOT, the proposing agency may include an indirect cost rate of up to ten percent (10%) of the total amount of Federal funds awarded for all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and sub awards and subcontracts up to the first $25,000 of each sub award or subcontract.

TxDOT will not disperse Federal funds to pay an indirect cost rate to a proposing agency without an unexpired, negotiated rate recognized by the Federal cognizant agency or TxDOT, nor allow an expired rate to be used as part of the agency's match amount.

Unallowable Costs

In addition to the unallowable costs outlined in the applicable OMB cost principles, there are some costs that must be authorized in advance or are prohibited under federal, state or local laws or regulations. These costs include, but are not limited to:

- **Advertising -** Only for very special circumstances can federal funds be used to purchase television and radio time for highway safety public service messages. Such expenditures must be approved in advance. **Projects to purchase television and radio time (or any other media) are not being accepted through this RFP.**

- **Supplanting -** Federal funds cannot supplant (replace) funds from any other sources. Definition: The use of Federal funds to support personnel or an activity already supported by local or state funds. **Supplanting is prohibited**.

- **Program Income** - Program-generated income must be used as project match; provided that prior written approval is received from TRF-TS.
- **Office Furnishing -** Grant funds cannot be used to purchase office furnishings.
- **Out-of-State Travel -** Out-of-state travel requires prior written approval from TRF-TS.
- **Contractual Services:**
  - A subcontract in excess of $25,000 may not be executed by the subgrantee without prior written concurrence by TxDOT.
  - Subcontracts in excess of $25,000 shall contain all required provisions of the Grant Agreement Terms and Conditions.

- **Equipment over $5,000** - Equipment with a unit acquisition cost of $5,000 or greater is prohibited without prior written approval from TxDOT and NHTSA

- **Gratuities -** Tips and/or gratuities are unallowable

- **Lobbying -** Federal and state grant funds cannot be used for lobbying activities

- **Promotional Items for Subgrantee Staff -** T-shirts, uniforms, polo shirts, caps, etc. cannot be purchased exclusively for subgrantee staff

- **Alcoholic Beverages and Food -** Funds cannot be used to purchase alcoholic beverages or food. **The only exception to purchasing alcohol is when performing underage drinking sting operations and with prior written approval from TRF-TS.**

Reimbursement

Payment or reimbursement before costs have been incurred is prohibited. Reimbursement are only made for costs incurred during the grant or contract period. All TRF-TS administered contracts and grant agreements include a maximum amount eligible for reimbursement. Fund advances are not allowed.

Attachments

Support documentation is any additional information the proposer wishes to include as a supplement to the proposal. Examples include but are not limited to:

- Statement of qualifications
- Training
- Experience of proposing entity
- Subcontractor

- Agency commitment
- Letters of Support

Support documentation is optional and will not be scored during the proposal review and scoring process. However, if used it must be uploaded as an attachment via eGrants**.** Do not mail support documentation to TRF-TS separately, it will not be accepted, and will be discarded.

SECTION SEVEN
SELECTION PROCESS

Proposal Scoring

Proposal scoring is based on the problem identification and solution. TRF-TS scoring teams review and evaluate each proposal for relevancy to a state or local problem. The basis for scoring consists of, but not limited to, the following:

- Strength of problem identification supported with verifiable, current, relevant, and appropriate documentation.
- STEP proposal problem identification will be scored based on the population-based rate of relevant crashes or casualties (number/per 10,000 population) in combination with the absolute number of relevant crashes or casualties in Texas counties and cities in 2014. CRIS is the crash data source and the 2014 estimated U.S. Census is the population source.
- Data categories will include:
  - DUI-related KA crashes (alcohol and other drugs)
  - Intersection-related KA crashes
  - Speed-related KA crashes
  - Distracted Driving-related KA crashes
  - Large truck-related crash fatalities
- Quality of the proposed solution plan
- Realistic objectives and activities
- Cost eligibility
- Percent of matching funding proposed
- Reasonable and necessary budget

Proposal Selection

- Proposal selection is based on, but not limited to, the following criteria:
  - Program needs in order to maintain a balanced comprehensive program
  - Availability of dedicated Federal funding such as alcohol, occupant protection, motorcycle, etc.
  - Proposals that duplicate the efforts of existing projects will not be considered
  - Crash data – needs are based on properly-sourced crash data
  - Project grading – based on prior performance
- Selected proposals will be recommended to the TxDOT Commission for inclusion in the HSP.

Highway Safety Plan

The HSP is developed by TRF-TS based on the proposals recommended for funding. Funding is approved by the Texas Transportation Commission. Upon Commission approval, the HSP is submitted to NHTSA for review, comment, and final approval. The HSP is implemented on October 1 of every year, if Federal appropriations allow. Proposals approved for funding will become grant agreements in eGrants.

SECTION EIGHT
TERMS AND CONDITIONS

Purpose - The main purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of services. This RFP is not construed as a purchase agreement or contract or as a commitment of any kind, nor does it commit TxDOT to pay for costs incurred prior to the execution of a formal contract or grant unless such costs are specifically authorized in writing by TxDOT.

Rights - TxDOT reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part or its entirety or to decline to issue a contract or grant based on this RFP.

Corrections - TxDOT reserves the right to correct any errors and/or make changes to this solicitation as it deems necessary. Corrections and/or changes are post at: http://www.txdot.gov/apps/egrants/eGrantsResources/rfp.html.

Terms - TxDOT reserves the right to negotiate the final terms of any and all contracts or grant agreements with proposers selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of TxDOT.

Withdraw or Reduce - TxDOT reserves the right to withdraw or reduce the amount of an award or to cancel any contract or grant agreement resulting from this procurement if adequate funding is not received from NHTSA or other funding sources, or due to legislative changes.

Influence - Proposers shall not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of TxDOT, for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

Conflict of Interest - No employee, officer, or agent of TxDOT shall participate in the selection, award or administration of a contract or grant agreement supported by Federal and/or state funds if a conflict of interest or potential conflict would be involved.

Contractual Obligation - The contents of a successful proposal may become a contractual obligation if selected for an award of a contract or grant agreement.

Right to Request - TxDOT reserves the right to clarify, explain or verify any aspect of a response to the RFP and to require the submission of any price, technical or other revision to the proposal that results from negotiations conducted.

Right to Disqualify - TxDOT reserves the right to deem non-responsive or disqualify any proposal that in TxDOT's sole determination does not comply with or conform to term conditions and requirements contained in this RFP.

Adherence - All contracts or grant agreements awarded under this RFP must adhere to the Texas Traffic Safety Program Grant Agreement General Terms and Conditions for all Traffic Safety grant agreements. These terms and conditions are included as part of the proposal.

DRAFT

Tx DOT Grants

1. **No Refusal Program**
    a) Prosecutor $55.00 per hour (8 hours 7 pm – 3 am) = $5,280
    b) Phlebotomist (3) $40.00 per hour (8 hours 7 pm – 3 am)= $3,840 x 3 = $11,520
    c) Full-time Program/Media Coordinator $30,000 yearly salary/$42,590.98 with fringes & COLA
    d) Supplies $6,000
    e) Media Materials $12,000
    f) Travel $5,000

4 Major Holidays- 3 days for a total of 12 project days = $16,800

- Christmas Friday 12/23/2016, Saturday 12/24/2016, Sunday 12/25/2016
- New Years Friday 12/30/2016. Saturday 12/31/2016, Sunday 01/01/2017
- Spring Break Friday, 03/17/2016, Saturday 03/18/2017, Sunday 03/19/2017
- Labor Day Friday , 09/01/2017, Saturday 09/02/2017, Sunday 09/03/2017

Tx Dot Funds **$61,793.23**

25% Match **$20,597.75**

Grand Total: ***$82,390.98***

AI-52631 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 12/15/2015

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 Office of Inspector General.
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.INSPECTOR GENERAL

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	12/10/2015 12:42 PM
Budget & Management	Veronica Ortiz	12/10/2015 02:14 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Emilia Uriegas		Started On: 12/10/2015 12:31 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

September 22, 2015

Office of Inspector General
3700 N. 10th Street Suite 250
McAllen, Texas 78501

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Special Agent Michael Garcia:

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

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

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

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

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND OFFICE OF INSPECTOR GENERAL 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 OFFICE OF INSPECTOR GENERAL, 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

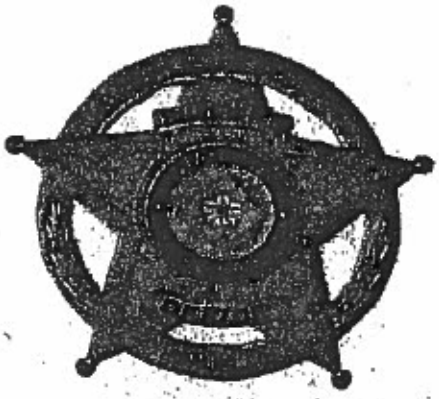
LAW ENFORCEMENT AGENCY:

By: _____ _____
Michael Garcia, Special Agent Date

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

By: _____ Date: 12/9/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"



HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

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

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

EXHIBIT "B"

Waiver Agreement

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

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

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

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

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

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

INDEMNIFICATION:

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

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

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

Hidalgo County Sheriff's Office
Shooting Range Use and Training Agreement Addendum

1. The U.S. Department of Health and Human Services, Office of Inspector General (HHS OIG), is a Federal agency.
2. In the event of litigation, Federal law would determine applicable law and the payment of attorneys' fees.
3. Liability for damages or injuries caused by employees or agents of HHS OIG is determined in accordance with the Federal Tort Claims Act.
4. The Federal government is self-insured and does not carry liability insurance. HHS OIG will be liable for damages in accordance with the Federal Tort Claims Act.
5. The Federal government is generally not permitted to agree to indemnify against potential future claims, since this would commit future appropriations in violation of the Federal Antideficiency Act (31 U.S.C. § 1341). HHS OIG will be liable for damages in accordance with the Federal Tort Claims Act.

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

FEDERAL AGENCY:

Acting

By: _____
CRYSTAL PORTER
c=US, o=U.S. Government, ou=Department of Health and Human Services, ou=OFFICE OF THE INSPECTOR GENERAL, cn=CRYSTAL PORTER, 0.9.2342.19200300.100.1.1=75001003114518
2015.12.08 09:12:25 -06'00'

Tyler Smith, AIGI

Date: December 8, 2015

Approved as to form:
Office of Criminal District Attorney
Hidalgo County, Texas

By: _____
Josephine Ramirez Solis, Assistant DA

Date: 12/9/15

AI-52623 **Sheriff's Office** **8. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Office:
1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.
2. Authorization and approval to de-obligate the amount of $32,572.82 in reference to Operation Stonegarden Grant FY 2013.

BACKGROUND

Grant number: EMW-2013-SS-00045 (Federal)
13-GA-48215-07 (SAA--State Administrative Agency)

Grantor is reducing the original amount of grant award for purposes of de-obligating the
residual amount of $32,572.82

Grant has terminated as of 8/19/15.

Original Grant Award amount- $3,480,107.10
Updated Grant Award amount- $3,447,534.28

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** Various-see below

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

BUDGETARY IMPACT:

Deobligation in the amount of $32,572.82

Funding available as of 12-11-15 to de-obligate

SO 5-1284-421-00-280-047-6-752 1,800.73 pending liquidation/cancellation (PO# 714782)

SO
5-1284-421-00-280-047-6-XXX
5-1284-331-12-280-047-6-000

Donna
5-1284-480-00-280-048-6-841
5-1284-331-12-280-048-6-000

Pharr
5-1284-480-00-280-053-6-841
5-1284-331-12-280-053-6-000

Pct 1 Constable
5-1284-421-00-291-047-6-752
5-1284-331-12-291-047-6-000

Attachments

GAN/TC
SO
Donna
Pharr
Pct 1 Constable

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/10/2015 11:11 AM
Budget & Management	Veronica Ortiz	12/10/2015 02:15 PM
Manuel Chapa	Manuel Chapa	12/11/2015 11:24 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/10/2015 10:53 AM
Final Approval Date: 12/11/2015

Texas Department of Public Safety

2013 Grant Adjustment Notice
for

Hidalgo County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: September 14, 2015	**Prepared By: Ding , Jiewei**	**3. SAA Award Number:** 13-GA 48215-07

4. Sub-Recipient Name and Address

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

5. Federal Grant Information

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

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

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

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$3,447,534.28

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

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

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

8. Method of Payment: Primary method is reimbursement.

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

10. Agency Approvals

Approving TxDPS Official:

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: October 29, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

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

Grant Sub-recipient Agreement

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

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

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

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

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

Overview and Performance Standards

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

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

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

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

Environmental Review

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

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

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

Funding Obligations

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

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

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

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

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

Performance Period

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

Uniform Administrative Requirements, Cost Principals and Audit Requirements

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

A. Administrative Requirements

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

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

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

B. Cost Principles

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

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

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

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

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

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

DHS Specific Acknowledgements and Assurances

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

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

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

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

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

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

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

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

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

Operation Stonegarden (OPSG) Specific Conditions

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

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

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

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

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

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

State Requirements for Grants

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

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

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

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

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

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

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

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

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

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

Restrictions and General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JJ. Classified Security Condition

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

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

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

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

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

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

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

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

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

Other Requirements

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

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

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

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

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

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

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

Monitoring

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

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

Audit

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

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

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

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

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

Retention and Accessibility of Records

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

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

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

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

Legal Authority

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

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

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

Notice of Litigation and Claims

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

No Liability for Employees and Officers

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

Non-Waiver of Defaults

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

Changes and Amendments

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

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

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

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

Headings

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

Venue

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

Suspension

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

Termination

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

1. The reason(s) for such termination;

2. The effective date of such termination; and

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

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

Enforcement

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

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

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

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

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

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

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

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

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

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

Conflict of Interest

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

Closing of the Grant

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

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

C. The closeout of this Grant does not affect:

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

Exhibit C

Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

DATE: December 10, 2015

DEPARTMENT HEAD: Sheriff J.E."Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden FY2013

ACCOUNT NUMBER: 5-1284-421-00-280-047-6-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-047-6-220	FICA	(370.81)
5-1284-421-00-280-047-6-250	Unemployment Comp.	(43.97)
5-1284-421-00-280-047-6-260	Worker's Comp.	(302.68)
5-1284-421-00-280-047-6-752	Vehicles	(1,800.73)
5-1284-331-12-280-047-6-000	OPSG-Revenues	(2,518.19)
	TOTAL Budget Increase/Decrease	(2,518.19)

REASON: **To deobligate $2,518.19 from Sheriff Operation Stonegarden FY 2013. (EMW-2013-SS-00045)**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 10, 2015

DEPARTMENT HEAD: Sheriff J.E."Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden FY2013- City of Donna

ACCOUNT NUMBER: 5-1284-480-00-280-048-6-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-048-6-841	Donna OPSG-Aid to Govt. Agency	(303.74)
5-1284-331-12-280-048-6-000	Donna OPSG -Revenues	(303.74)

TOTAL Budget Increase/Decrease (303.74)

REASON: **To deobligate $303.74 from City of Donna Operation Stonegarden FY 2013. (EMW-2013-SS-00045)**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 10, 2015

DEPARTMENT HEAD: Sheriff J.E."Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden FY2013- City of Pharr

ACCOUNT NUMBER: 5-1284-480-00-280-053-6-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-053-6-841	Pharr OPSG-Aid to Govt. Agency	(29,355.89)
5-1284-331-12-280-053-6-000	Pharr OPSG -Revenues	(29,355.89)

TOTAL Budget Increase/Decrease **(29,355.89)**

REASON: **To deobligate $29,355.89 from City of Pharr Operation Stonegarden FY 2013. (EMW-2013-SS-00045)**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 10, 2015

DEPARTMENT HEAD: Sheriff J.E."Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden FY2013- PCT 1

ACCOUNT NUMBER: 5-1284-421-00-291-047-6-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-291-047-6-752	Const PCT 1 - Vehicles	(395.00)
5-1284-331-12-291-047-6-000	Const PCT 1 - OPSG -Revenues	(395.00)
	TOTAL Budget Increase/Decrease	(395.00)

REASON: **To deobligate $395.00 from PCT 1 Operation Stonegarden FY 2013. (EMW-2013-SS-00045)**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52596 **Sheriff's Office** **8. C.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Rosie Hinojosa, SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Sheriff's Investigation HB65 (1227)
Approval of the 2016 Budget in the Sheriff's Investigation HB65 (Fund 1227) in the amount of $588,000.00.
2. Sheriff's Federal Sharing U.S. Treasury (1228)
Approval of the 2016 Sheriff's Federal Sharing - U.S. Treasury (Fund 1228) in the amount of $368,568.00.
3. Sheriff's Federal Sharing U.S. Justice (1229)
Approval of the 2016 Sheriff's Federal Sharing - U.S. Justice Fund 1229 in the amount of $450,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1227-421-00-280-005-0-xxx

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

BUDGETARY IMPACT:

Estimated Fund Balance as of 12/08/15 - $1,523,951.04. See attached balance sheet for availability of funds.

FISCAL YEAR: 2016 **ACCT. #:** 6-1228-421-00-280-006-0-xxx

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

BUDGETARY IMPACT:

Estimated Fund Balance as of 12/08/15 - $800,519.85. See attached balance sheet for availability of funds.

FISCAL YEAR: 2016 **ACCT. #:** 6-1229-421-00-280-007-0-xxx

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

BUDGETARY IMPACT:

Estimated Fund Balance as of 12/08/15 - $1,199,426.67. See attached balance sheet for availability of funds.

Attachments

Budget Amendment (Fund 1227)
Buget Amendment (Fund 1228)
Budget Amendment (Fund 1229)
Fund Balance (Funds 1227-1229)

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/09/2015 12:57 PM
Budget & Management	Veronica Ortiz	12/09/2015 04:13 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Rosie Hinojosa		Started On: 12/09/2015 09:22 AM
Final Approval Date: 12/11/2015		

DATE: **December 8, 2015**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Investigation HB 65**

ACCOUNT NUMBER: **6-1227-421-00-280-005-0-xxx**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1227-421-00-280-005-0-350	Other Services	10,000.00
6-1227-421-00-280-005-0-540	Advertising	8,000.00
6-1227-421-00-280-005-0-583	Out of County Employee Travel	2,000.00
6-1227-421-00-280-005-0-584	Registration Fees	20,000.00
6-1227-421-00-280-005-0-610	General Supplies	70,000.00
6-1227-421-00-280-005-0-751	Machinery & Equipment	400,000.00
6-1227-421-00-280-005-0-752	Vehicles	65,000.00
6-1227-421-00-280-005-0-831	Court Costs & Investigation	8,000.00
6-1227-421-00-280-005-0-890	Other	5,000.00

TOTAL BUDGET INCREASE REQUEST **$ 588,000.00**

REASON: To appropriate monies from the Sheriff's Investigation HB 65- (unreserved) for Year 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

DATE: **December 8, 2015**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Federal Sharing - U.S. Treasury**

ACCOUNT NUMBER: **6-1228-421-00-280-006-0-xxx**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1228-421-00-280-006-0-320	Professional Services	5,000.00
6-1228-421-00-280-006-0-336	Computer Services	5,000.00
6-1228-421-00-280-006-0-340	Technical Services	8,568.00
6-1228-421-00-280-006-0-430	Repair & Maintenance Services	40,000.00
6-1228-421-00-280-006-0-442	Rental of Equipment & Vehicles	15,000.00
6-1228-421-00-280-006-0-583	Out of County Employee Travel	4,800.00
6-1228-421-00-280-006-0-584	Registration Fees	5,000.00
6-1228-421-00-280-006-0-610	General Supplies	40,000.00
6-1228-421-00-280-006-0-650	Software-Controlled	6,200.00
6-1228-421-00-280-006-0-660	Furnishings & Equipment	34,000.00
6-1228-421-00-280-006-0-751	Machinery & Equipment	125,000.00
6-1228-421-00-280-006-0-752	Vehicles	60,000.00
6-1228-421-00-280-006-0-761	Software	20,000.00

TOTAL BUDGET INCREASE REQUEST **$ 368,568.00**

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Treasury (unreserved) for Year 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

DATE: **December 8, 2015**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Federal Sharing - U.S. Justice**

ACCOUNT NUMBER: **6-1229-421-00-280-007-0-xxx**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1229-421-00-280-007-0-339	Other Professional Services	25,000.00
6-1229-421-00-280-007-0-532	Cellullar/Mobile Phone Service	65,000.00
6-1229-421-00-280-007-0-583	Out of County Employee Travel	15,000.00
6-1229-421-00-280-007-0-584	Registration Fees	10,000.00
6-1229-421-00-280-007-0-610	General Supplies	50,000.00
6-1229-421-00-280-007-0-660	Furnishings & Equipment	40,000.00
6-1229-421-00-280-007-0-740	Improvements Other Than Buildings	115,000.00
6-1229-421-00-280-007-0-751	Machinery & Equipment	65,000.00
6-1229-421-00-280-007-0-752	Vehicles	50,000.00
6-1229-421-00-280-007-0-761	Software	10,000.00
6-1229-421-00-280-007-0-890	Other	5,000.00

TOTAL BUDGET INCREASE REQUEST **$ 450,000.00**

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Justice (unreserved) for Year 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1227	SHERIFF FORFEITURE FUND-CCP CHAPTER 59				
	5-1227-101-00-000-000-0-000 SHERIFF CCP59-CASH	737,538.56	.00	-245,864.02	491,674.54
	5-1227-103-00-000-000-0-000 SHERIFF CCP59-TIME DEPOSITS	.00	.00	.00	.00
	5-1227-103-10-000-000-0-000 SHERIFF CCP59-TIME DEP/FLEXICASH	700,000.00	.00	300,000.00	1,000,000.00
	5-1227-104-00-000-000-0-000 SHERIFF CCP59-INTEREST RECEIVABLE	56.54	.00	-56.54	.00
	5-1227-115-00-000-000-0-000 SHERIFF CCP59-ACCOUNTS RECEIVABLE	.00	.00	.00	.00
	5-1227-152-03-000-426-0-000 GEN FD-ADV SHERIFF-PETTY CASH	10,000.00	.00	.00	10,000.00
	5-1227-130-03-000-422-0-000 DUE FROM/TO DISTRICT ATTORNEY TRUST FUND	.00	.00	.00	.00
	5-1227-130-03-000-426-0-000 DUE FROM/TO SHERIFF TRUST FUND	.00	.00	.00	.00
	5-1227-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	44,553.00	44,553.00
	5-1227-130-01-000-220-0-000 DUE FROM/TO LEOSE	.00	.00	.00	.00
	5-1227-130-01-000-223-0-000 DUE FROM/TO DA CCP59	.00	.00	-22,276.50	-22,276.50
	5-1227-130-01-000-226-0-000 DUE FROM/TO SHERIFF INVESTIG	.00	.00	.00	.00
	5-1227-130-01-000-284-0-000 DUE FROM/TO GRANTS LVL 4	.00	.00	.00	.00
	5-1227-130-03-000-401-0-000 DUE FROM/TO CLEARING FUND	.00	.00	.00	.00
	5-1227-130-03-000-402-0-000 DUE FROM/TO PAYROLL FUND	.00	.00	.00	.00
	Total Assets	**1,447,595.10**	**.00**	**76,355.94**	**1,523,951.04**

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1227	SHERIFF FORFEITURE FUND-CCP CHAPTER 59				
5-1227-201-00-000-000-0-000	SHERIFF CCP59-ACCR SAL,WAGES & BENEFITS	3,266.30	.00	-3,266.30	.00
5-1227-202-00-000-000-0-000	SHERIFF CCP59-ACCOUNTS PAYABLE	70.00	.00	-70.00	.00
	Total Liabilities	**3,336.30**	**.00**	**-3,336.30**	**.00**
5-1227-252-03-000-426-0-000	SHERIFF CCP59-NONSPENDABLE F/B-ADVANCE	10,000.00	.00	.00	10,000.00
5-1227-270-00-000-000-0-000	SHERIFF CCP59-BUDGETED FUND BALANCE	.00	.00	-542,465.06	-542,465.06
5-1227-258-00-000-000-0-000	SHERIFF CCP59-UNASSIGNED FUND BALANCE	1,434,258.80	.00	.00	1,434,258.80
	Total Equity	**1,444,258.80**	**.00**	**-542,465.06**	**901,793.74**
5-1227-275-00-000-000-0-000	SHERIFF CCP59-ESTIMATED REVENUES	.00	.00	.00	.00
5-1227-276-00-000-000-0-000	SHERIFF CCP59-REVENUE CONTROL	.00	.00	98,029.00	98,029.00
5-1227-271-00-000-000-0-000	SHERIFF CCP59-APPROPRIATIONS	.00	.00	542,465.06	542,465.06
5-1227-272-00-000-000-0-000	SHERIFF CCP59-EXPENDITURE CONTROL	.00	.00	-18,336.76	-18,336.76
5-1227-273-00-000-000-0-000	SHERIFF CCP59-ENCUMBRANCE CONTROL	.00	.00	-29,592.67	-29,592.67
5-1227-274-00-000-000-0-000	SHERIFF CCP59-RESERVED FOR ENCUMBRANCES	.00	.00	29,592.67	29,592.67
	Total Controls	**.00**	**.00**	**622,157.30**	**622,157.30**
	Total Equity and Control	**1,444,258.80**	**.00**	**79,692.24**	**1,523,951.04**
	Total Liabilities and Equity	**1,447,595.10**	**.00**	**76,355.94**	**1,523,951.04**
	Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
	*Fund is in Balance .00				

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1228	SHERIFF FEDERAL SHARING-US TREASURY				
	5-1228-101-00-000-000-0-000 SHRF FED SHRG-US TREAS-CASH	-16,176.19	.00	-34,173.96	-50,350.15
	5-1228-103-00-000-000-0-000 SHRF FED SHRG-US TREAS-TIME DEPOSITS	.00	.00	.00	.00
	5-1228-103-10-000-000-0-000 SHRF FED SHRG-US TREAS-TIME DEP/FLEXICSH	1,000,000.00	.00	-150,000.00	850,000.00
	5-1228-104-00-000-000-0-000 SHRF FED SHRG-US TREAS-INTEREST RECVBL	80.77	.00	-80.77	.00
	5-1228-115-00-000-000-0-000 SHRF FED SHRG-US TREAS-ACCOUNTS RECVBL	.00	.00	.00	.00
	5-1228-115-20-000-000-0-000 SHRF FED SHRG-US TREAS-A/R EMPL TRVL ADV	.00	.00	870.00	870.00
	5-1228-130-03-000-426-0-000 DUE FROM/TO SHERIFF TRUST FUND	.00	.00	.00	.00
	5-1228-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	.00	.00
	5-1228-130-01-000-229-0-000 DUE FROM/TO SHRF FED SHRG-USDJ	.00	.00	.00	.00
	5-1228-130-01-000-252-0-000 DUE FROM/TO HIDTA FED SHRG-US TREAS	.00	.00	.00	.00
	5-1228-130-01-000-284-0-000 DUE FROM/TO GRANTS LVL 4	.00	.00	.00	.00
	5-1228-130-01-000-301-0-000 DUE FROM/TO CAPITAL OUTLAY	.00	.00	.00	.00
	5-1228-130-03-000-401-0-000 DUE FROM/TO CLEARING FUND	.00	.00	.00	.00
	5-1228-130-03-000-402-0-000 DUE FROM/TO PAYROLL FUND	.00	.00	.00	.00
	Total Assets	**983,904.58**	**.00**	**-183,384.73**	**800,519.85**

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1228	SHERIFF FEDERAL SHARING-US TREASURY				
	5-1228-201-00-000-000-0-000 SHRF FED SHRG-US TREAS-SAL,WAGES&BENEFIT	.00	.00	.00	.00
	5-1228-202-00-000-000-0-000 SHRF FED SHRG-US TREAS-ACCOUNTS PAYABLE	2,854.23	.00	-2,854.23	.00
	5-1228-206-00-000-001-0-000 SHRF FED SHRG-RET/PAY-HERRERA & HUNT	.00	.00	.00	.00
	Total Liabilities	**2,854.23**	**.00**	**-2,854.23**	**.00**
	5-1228-270-00-000-000-0-000 SHRF FED SHRG-US TREAS-BUDGETED FUND BAL	.00	.00	-438,602.75	-438,602.75
	5-1228-258-00-000-000-0-000 SHRF FED SHRG-US TREAS-UNASSIGNED F/B	981,050.35	.00	.00	981,050.35
	Total Equity	**981,050.35**	**.00**	**-438,602.75**	**542,447.60**
	5-1228-275-00-000-000-0-000 SHRF FED SHRG-US TREAS-ESTIMATED REVENUE	.00	.00	.00	.00
	5-1228-276-00-000-000-0-000 SHRF FED SHRG-US TREAS-REVENUE CONTROL	.00	.00	1,726.92	1,726.92
	5-1228-271-00-000-000-0-000 SHRF FED SHRG-US TREAS-APPROPRIATIONS	.00	.00	438,602.75	438,602.75
	5-1228-272-00-000-000-0-000 SHRF FED SHRG-US TREAS-EXPENDITURE CNTRL	.00	.00	-182,257.42	-182,257.42
	5-1228-273-00-000-000-0-000 SHRF FED SHRG-US TREAS-ENCUMBRANCE CNTRL	.00	.00	-57,078.74	-57,078.74
	5-1228-274-00-000-000-0-000 SHRF FED SHRG-US TREAS-RESERVED FOR ENCU	.00	.00	57,078.74	57,078.74
	Total Controls	**.00**	**.00**	**258,072.25**	**258,072.25**
	Total Equity and Control	**981,050.35**	**.00**	**-180,530.50**	**800,519.85**
	Total Liabilities and Equity	**983,904.58**	**.00**	**-183,384.73**	**800,519.85**
	Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
	*Fund is in Balance .00				

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1229	SHERIFF FEDERAL SHARING-US DEPT OF JUSTICE				
	5-1229-101-00-000-000-0-000 SHRF FED SHRG-USDJ-CASH	616,928.69	.00	-821,502.02	-204,573.33
	5-1229-103-00-000-000-0-000 SHRF FED SHRG-USDJ-TIME DEPOSITS	.00	.00	.00	.00
	5-1229-103-10-000-000-0-000 SHRF FED SHRG-USDJ-TIME DEP/FLEXICASH	1,000,000.00	.00	400,000.00	1,400,000.00
	5-1229-104-00-000-000-0-000 SHRF FED SHRG-USDJ-INTEREST RECEIVABLE	80.77	.00	-80.77	.00
	5-1229-115-00-000-000-0-000 SHRF FED SHRG-USDJ-ACCOUNTS RECEIVABLE	.00	.00	.00	.00
	5-1229-115-20-000-000-0-000 SHRF FED SHRG-USDJ-A/R EMPL TRVL ADV	.00	.00	.00	.00
	5-1229-126-10-000-000-0-000 SHRF FED SHRG-USDJ-DUE FROM FED GOVT	.00	.00	.00	.00
	5-1229-130-03-000-426-0-000 DUE FROM/TO SHERIFF TRUST FUND	.00	.00	.00	.00
	5-1229-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	4,000.00	4,000.00
	5-1229-130-01-000-228-0-000 DUE FROM/TO SHRF FED SHRG-US TREAS	.00	.00	.00	.00
	5-1229-130-01-000-254-0-000 DUE FROM/TO HIDTA FED SHRG-USDJ	.00	.00	.00	.00
	5-1229-130-01-000-284-0-000 DUE FROM/TO GRANTS LVL 4	.00	.00	.00	.00
	Total Assets	**1,617,009.46**	**.00**	**-417,582.79**	**1,199,426.67**

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1229	SHERIFF FEDERAL SHARING-US DEPT OF JUSTICE				
	5-1229-201-00-000-000-0-000 SHRF FED SHRG-ACCR SAL,WAGES & BENEFITS	.00	.00	.00	.00
	5-1229-202-00-000-000-0-000 SHRF FED SHRG-USDJ-ACCOUNTS PAYABLE	16,822.63	.00	-16,822.63	.00
	Total Liabilities	**16,822.63**	**.00**	**-16,822.63**	**.00**
	5-1229-270-00-000-000-0-000 SHRF FED SHRG-USDJ-BUDGETED FUND BALANCE	.00	.00	-1,049,146.02	-1,049,146.02
	5-1229-258-00-000-000-0-000 SHRF FED SHRG-USDJ-UNASSIGNED F/B	1,600,186.83	.00	.00	1,600,186.83
	Total Equity	**1,600,186.83**	**.00**	**-1,049,146.02**	**551,040.81**
	5-1229-275-00-000-000-0-000 SHRF FED SHRG-USDJ-ESTIMATED REVENUES	.00	.00	-10,000.00	-10,000.00
	5-1229-276-00-000-000-0-000 SHRF FED SHRG-USDJ-REVENUE CONTROL	.00	.00	138,716.60	138,716.60
	5-1229-271-00-000-000-0-000 SHRF FED SHRG-USDJ-APPROPRIATIONS	.00	.00	1,059,146.02	1,059,146.02
	5-1229-272-00-000-000-0-000 SHRF FED SHRG-USDJ-EXPENDITURE CONTROL	.00	.00	-539,476.76	-539,476.76
	5-1229-273-00-000-000-0-000 SHRF FED SHRG-USDJ-ENCUMBRANCE CONTROL	.00	.00	-280,320.07	-280,320.07
	5-1229-274-00-000-000-0-000 SHRF FED SHRG-USDJ-RESERVED FOR ENCUMBRN	.00	.00	280,320.07	280,320.07
	Total Controls	**.00**	**.00**	**648,385.86**	**648,385.86**
	Total Equity and Control	**1,600,186.83**	**.00**	**-400,760.16**	**1,199,426.67**
	Total Liabilities and Equity	**1,617,009.46**	**.00**	**-417,582.79**	**1,199,426.67**
	Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
	*Fund is in Balance .00				

AI-52548 **Sheriff's Office** **8. D.**

CC - REGULAR

Meeting Date: 12/15/2015

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. Border Patrol.
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.BORDER PATROL

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	12/07/2015 09:20 AM
Budget & Management	Veronica Ortiz	12/08/2015 08:50 AM
Ivan Cantu	Ivan Cantu	12/09/2015 09:48 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Emilia Uriegas		Started On: 12/04/2015 04:16 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 9, 2015

U.S. Border Patrol
4400 South Expressway 281
Edinburg, Texas 78542

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear OP Supervisor Ben Elizondo:

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

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

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

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

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND U.S. BORDER PATROL 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. BORDER PATROL, 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: _____
Raul L. Ortiz, Acting Chief Patrol Agent Rio Grande Valley Sector

12/2/15
Date

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

By: _____ Date: 12/3/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

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

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

EXHIBIT "B"

Waiver Agreement

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

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

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

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

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

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

INDEMNIFICATION:

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

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

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

AI-52545 **Sheriff's Office** **8. E.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $22,000.00.
2. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $22,000.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of Performance is from October 3, 2015 to September 30, 2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-068-6-131

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $22,000.00 for DOJ-USMS Funding of FY2016.

Period of performance is from 10/03/15 to 9/30/16.

5-1284-331-11-280-068-6-000 DOJ-USMS Revenues

Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

Attachments

USMS 2016 OT
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/04/2015 04:15 PM
Budget & Management	Veronica Ortiz	12/04/2015 04:22 PM
Manuel Chapa	Manuel Chapa	12/09/2015 04:31 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/04/2015 02:41 PM
Final Approval Date: 12/11/2015

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 3, 2015 to September 30, 2016

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2016	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	$22,000.00

Total Obligation Amount: **$22,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime for two TFOs ($22,000)

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:	STATE/LOCAL CONTACT:
Name: SDUSM Dagoberto Lopez	Name: Sheriff J.E. "Eddie" Guerra
Phone: (956)683-2400	Phone: (956)393-6002
E-mail: Dagoberto.Lopez@usdoj.gov	E-mail: sheriff.guerra@hidalgoso.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ahephner@usms.doj.gov Date: 12/3/2015

Ann Hephner, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: RICHARD HUNTER Date: 12/2/2015

Richard Hunter, Chief Deputy U.S. Marshal

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

Department Representative

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

A. BOX 1: Enter name of state or local JLEO participating agency.
B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

DATE: December 4, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: USMS Overtime FY2016

ACCOUNT NUMBER: 5-1284-421-00-280-068-6-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-068-6-131	Overtime Pay	22,000.00

	TOTAL APPROPRIATIONS	**22,000.00**
5-1284-331-11-280-068-6-000	**US Marshals Service (USMS)**	**22,000.00**
	TOTAL REVENUES	**22,000.00**

REASON: **To appropriate budget for the overtime hours for officer assigned to USMS investigations**

Funding period is October 3, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 9, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C Cuellar Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Justice – U.S. Marshals Service (DOJ-USMS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT:	PURPOSE:
$22,000.00	Joint Law Enforcement Operations Task Force – Overtime for (2) TFOs

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/10/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-52545 **Sheriff's Office 15. B.**
CC - REGULAR
Meeting Date: 12/15/2015
Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of $22,000.00.
2. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
4. Approval to appropriate funds in the amount of $22,000.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of Performance is from October 3, 2015 to September 30, 2016.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-068-6-131
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $22,000.00 for DOJ-USMS Funding of FY2016.

Period of performance is from 10/03/15 to 9/30/16.

5-1284-331-11-280-068-6-000 DOJ-USMS Revenues

Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

Attachments

USMS 2016 OT
Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/04/2015 04:15 PM
Budget & Management	Veronica Ortiz	12/04/2015 04:22 PM
Manuel Chapa		
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/04/2015 02:41 PM

Gerardo Salinas

From: Rosie [rosieg@hidalgoso.org]
Sent: Wednesday, December 09, 2015 9:23 AM
To: 'Gerardo Salinas'
Subject: USMS FY16 Certification of Revenues

Importance: High

Good morning Jerry,

Would you please complete a Certification of Revenues for the OCDETF FY16 Overtime Grant Account # 5-1284-421-00-280-068-6-XXX.

The agenda item is AI #52545.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

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

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

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 3, 2015 to September 30, 2016

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2016	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	$22,000.00

Total Obligation Amount: **$22,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime for two TFOs ($22,000)

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:		STATE/LOCAL CONTACT:	
Name:	SDUSM Dagoberto Lopez	Name:	Sheriff J.E. "Eddie" Guerra
Phone:	(956)683-2400	Phone:	(956)393-6002
E-mail:	Dagoberto.Lopez@usdoj.gov	E-mail:	sheriff.guerra@hidalgoso.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: ahephner@usms.doj.gov [redacted] Date: 12/3/2015

Ann Hephner, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: RICHARD HUNTER [redacted] Date: 12/2/2015

Richard Hunter, Chief Deputy U.S. Marshal

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

Department Representative

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

A. BOX 1: Enter name of state or local JLEO participating agency.
B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

DATE: December 4, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: USMS Overtime FY2016
ACCOUNT NUMBER: 5-1284-421-00-280-068-6-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-068-6-131	Overtime Pay	22,000.00

	TOTAL APPROPRIATIONS	22,000.00
5-1284-331-11-280-068-6-000	US Marshals Service (USMS)	22,000.00
	TOTAL REVENUES	22,000.00

REASON: To appropriate budget for the overtime hours for officer assigned to USMS investigations

Funding period is October 3, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52420 **Sheriff's Office** **8. F.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1284):
Authorization and approval to de-obligate the amount of $1,631.69 in the OCDETF Account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1284-421-00-280-064-5-131

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

BUDGETARY IMPACT:

Funds are available as of 11/24/15.

Attachments

OT Deobligation revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/24/2015 02:05 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/24/2015 01:26 PM

Final Approval Date: 12/11/2015

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

1000 Louisiana, Suite 2300
Houston, TX 77002

713-567-9000
Fax: 713-718-3307

Memorandum

November 9, 2015

To: Chief Deputy Mario Lopez
Hidalgo CSO
711 El Cibolo Road
Edinburg, TX 78539

From: Gerald Doyle
AUSA OCDETF Regional Director
Southwest Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2015

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
SW-TXS-0968	P328010	DEA

Hidalgo CSO

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -$1,631.69. This de-obligation gives your agency a total amount funded of $13,368.31 for this fiscal year which ends September 30, 2015.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	10/01/2014	$ 15,000.00	$ 15,000.00
Funding Change	11/04/2015	-$ 1,631.69	$ 13,368.31

Please do not hesitate to contact Corbett Michael at 713-693-3313 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

DATE: November 24, 2015

DEPARTMENT HEAD: Sheriff J.E."Eddie" Guerra

DEPARTMENT NAME: OCDETF Overtime

ACCOUNT NUMBER: 5-1284-421-00-280-064-5-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-064-5-131	Overtime Pay	(1,631.69)
5-1284-331-11-280-064-5-000	OCDETF-Revenues	(1,631.69)

Budget Increase/Decrease **(1,631.69)**

REASON: **To deobligate $1,631.69 from overtime hours for officer assigned to OCDETF investigations. (Number SW-TXS-0968)**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52487 **Executive Office** **9. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2016-2017.

BACKGROUND

Current Board of Directors

Richard A. Garza, Chairman
David Hernandez, Vice Chairman
Amador Requenez, Secretary
Eddie R. Cano, Member
Albert D. Cardenas, Member
Paul Villarreal, Jr., Member

Fiscal Impact

Attachments

letter
BALLOT AND RES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 08:52 AM
Glinda Pacheco	Glinda Pacheco	12/03/2015 09:23 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/02/2015 04:14 PM

Final Approval Date: 12/11/2015

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

August 28, 2015

RECEIVED
SEP 0 2 2015
COUNTY JUDGE

Honorable County Judge
Ramon Garcia
100 E. Cano St., 2nd Floor
Edinburg, TX 78539

Re: Selection/Election of Board of Directors 2016-2017

Dear Board President:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2016-2017 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2016-2017 selection/election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 15th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

COOKLA JUDGE
FEB 03 2012
RECEIVED

Before December 31st, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pma

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

Hidalgo County Appraisal District
Timeline Election of Board of Directors
2016 - 2017

August 2015 **But before October 1, 2015**	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2016-2017 election for the Board of Directors for the Appraisal District.
Before October 15, 2015	The presiding officer of the unit submits the names of the nominees by written resolution to the Chief Appraiser.
Before October 31, 2015	The Chief Appraiser prepares the ballot, listing the candidates in order to surname and delivers a copy of the ballot to the presiding officer of each unit.
Before December 15, 2015	Each voting unit casts its vote by written resolution and submits it to the Chief Appraiser.
Before December 31, 2015	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

HIDALGO COUNTY APPRAISAL DISTRICT

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Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

October 23, 2015

RECEIVED
OCT 27 2015
COUNTY JUDGE

Honorable County Judge
Mr. Ramon Garcia
PO Box 1356
Edinburg, TX 78540-1356

Re: Election Ballot 2014-2015 Appraisal District Board of Directors

Dear Judge Garcia:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate and a list of the total vote distribution to all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before **DECEMBER 15, 2015**. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before **DECEMBER 31, 2015** to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: pma

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
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Jorge Gonzalez, Asst. Chief Appraiser
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Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

Hidalgo County Appraisal District
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208

"OFFICIAL BALLOT"

Election of 2016-2017
Appraisal District Board of Directors

Entity: Hidalgo County	Authorized Votes: 1195
Nominee	**# Of Votes**
Eddie R. Cano	
Albert D. Cardenas	
Jaime Chavana	
Fernando Dominguez	
Pete Garcia	
Aquiles "Jimmy" Garza	
Richard A. Garza	
David Hernandez	
Victor Lopez	
Rodolfo "Rudy" Ramirez	
Amador Requenez	
Albert Sandoval	
Antonio Sandoval	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

Eddie R. Cano
McAllen

Founder & owner of Cano Coors Distributing Company, a wholesale beer distributorship serving the four county areas of the Rio Grande Valley from 1976 to 2001
Past President Hidalgo Wholesale Beer Distributor's Association for ten years
Served as a member of the Board of Directors for Co-Step for six years
Served as member of the Board of Advisors for Texas Commerce Bank & Chase for twenty two years
Served as a member of the Board of Directors of the Boy Scouts of America in the Rio Grande Valley
Served as member of Hidalgo County Appraisal Review Board for six years, two years as Chairman from 2006-2012
Served as member of the Pan American Board of Regents from 1982 to 1987
Presently serving as a member of the Board of Directors of the South Texas Higher Education Authority
Presently serving as a member of the Hidalgo County Appraisal District Board of Directors from 2014 to 2015
Presently serving as a member of the Vantage Bank Board of Advisory
Founder and President of Cano FamCo LTD., a family owned Property Development and Management Company that owns and leases Federal Buildings

Albert D. Cardenas
McAllen

Current Board member of McAllen Public Utility Board
Current Board member Boys and Girls Club
Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen & San Antonio
Served 6 years on the McAllen Planning and Zoning Board
Board member Hidalgo County Appraisal District Board of Directors 2014-2015

Jaime Chavana

No Bio Provided

Fernando Dominguez
Mercedes

Board member Economic Development Corporation of Mercedes
Board member Mercedes Industrial Foundation
Past President Mercedes Affordable Housing Corporation
Board Member Affordable Housing of South Texas
Member Our Lady of Mercy Church
Member Knights of Columbus Council No. 12869
Registered Professional Appraiser 1994-2013
Western Michigan University 1997-1981
Graduate Mercedes High School 1969
Born and raised in Mercedes Texas
Married to Delia Rangel Dominguez; 3 children
U S Army Veteran, Vietnam Era Veteran (1972-1975), Honorable Discharge
Retired Cameron County Appraisal District (1988-2013)

Pete Garcia
San Juan

San Juan EDC Board, 2015 Member
Region One ESL Board, 2015 Member
Head Start Advisory Board, Member 2013 – 2015
San Juan Housing Authority, Member 2015
PSJA School Board, Member 2004 – 2013
Hidalgo County Appraisal District Board of Directors, Board member 2009 2013

Aquiles Jaime Garza Jr.
McAllen

A. Jimmy Garza was born in McAllen Texas in 1975, and is a life-long resident of the Rio Grande Valley. After McAllen Memorial High School, he graduated with a BBA in Finance from Baylor University. He also participated in study abroad programs in London and Semester at Sea. He has spent his entire life working in the family-owned and operated produce business which has been in existence for over 35 years. His hands on role as Director of Operations at Bebo Distributing has provided Jimmy with valuable procurement, transportation and international business experience. Mr. Garza also had the distinction of serving as a city commissioner in the All-American City of Pharr from 2010-2015. He has valuable economic development experience as well having served as a board member at the Pharr Economic Development Corporation. Jimmy is a well-respected leader in the community who has served on numerous boards including the Pharr-Reynosa International Bridge board, PSJA Education Foundation, Texas Regional Bank Advisory Board, and Texas International Produce Association. In 2012, Texas Agriculture Commissioner Todd Staples appointed Jimmy to the Texas Agriculture Finance Authority. And in 2014, he co-founded Bebo's Angels, a non-profit organization dedicated to raising Autism Awareness in the community. In 2014, he served as Senior Advisor for the successful campaign of Dan Patrick for Lieutenant Governor of Texas. Currently, he is a Finance Director for George P. Bush Texas Land Commissioner.

He currently resides in Pharr, Texas with his wife of 16 years Adrienne, and their two boys AJ and Aron.

Richard A. Garza
Edinburg
(Incumbent & Chairman)

Hidalgo Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP).

Brief Biography:

- Lifelong resident of Rio Grande Valley, Texas
- Received Real Estate License at age 18
- BBA in Finance, 1985 Pan American University
- Married to Sylvia Sanchez Garza for 27 years with four sons
- Real Estate Broker, BIC Realty for over 35 years
- President of BIC Investments, GR Land Co., GarCo Ltd, BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuitas Investments Cos.
- Chairman of Cuartitos.com, a cargo shipping container leasing co.
- Longtime member McAllen Board of Realtors & Edinburg Board of Realtors
- Texas Association of Realtors member since 1977
- Past Zoning Commissioner McAllen Planning & Zoning Board
- Past Vice President of Finance Discovery Montessori School Board
- Plazas del Lago HOA Finance Director
- Chairman, Hidalgo County Appraisal District Board of Directors 1991 to present
- Boy Scouts of America – Troop Leader
- Current Director, Texas Land Developers Association
- Member of Santa Gertrudis Breeders International
- Previous Member Edinburg Hospital Authority Board of Directors
- Member of The Las Villas at South Padre Island board of Directors
- Member of Holy Spirit Catholic Church
- Previous director of Edinburg Chamber of Commerce board of directors
- Current member of Edinburg Chamber of Commerce
- Current member of McAllen Chamber of Commerce
- Current member of McAllen Hispanic Chamber of Commerce

David Hernandez
Weslaco

President/Owner & Operator of Holiday Wine & Liquors
Partner/Owner Pop-A-Top
Owner of Hernandez Farms
Board member Hidalgo County Appraisal District Board of Directors 2006 to present
Served 6 years as Director Weslaco Economic Corporation
Served 7 years as Director Weslaco Economic Corporation
Served 23 years and continue to serve on Weslaco Planning & Zoning Commission
Currently, Chairman on Weslaco Planning & Zoning Commission
Former Weslaco ISD Board Member
Former McAllen Boys & Girls Club Board member;
Former Palm Valley Animal Shelter Board member

Rodolfo "Rudy" Ramirez
Edinburg

Mr. Rodolfo "Rudy" Ramirez is the Executive Director for the Edinburg Housing Authority (EHA), the public housing agency for the city of Edinburg, mandated and funded by the United States Department of Housing and Urban Development. As the EHA Executive Director since 2011, he is responsible for the administration of more than 1200 low income housing (398 public housing units and 840 Housing Choice Voucher units, as of October 01, 2015) in Edinburg. Ramirez has been involved in the community all his life, serving as a Commissioner with EHA from 1991 to 2011 and as a School Board trustee for ECISD from 1999 to 2005.

His experience details a dynamic leader with a proven track record in organizational change, program integrity, operational effectiveness and amalgamating federal, state and local resources. As an Executive Director he acts as liaison between the governing bodies, the client population and general public besides supervising daily operations. He also works closely with and provides professional advice to governing bodies and staff to effectively implement a variety of housing programs and ensure their compliance with mandated standards.

He comes from a strong real estate and education background. He served in a number of roles prior to his work as an Executive Director. He owned and ran a successful real estate business in the past. He is also a licensed Real Estate Broker and has taught continuing education real estate classes at South Texas College. Besides being a realtor, he also taught for the Edinburg school district at Sam Houston Elementary and San Carlos elementary between 1987 and 1993.

Mr. Ramirez is also currently serving as the Vice President for Housing Alliance of Valley Employees South Texas Region (H.A.V.E S.T.R.) since 2014. H.A.V.E S.T.R. is a professional membership organization consisting of agencies and individuals who administer housing and community development in the South Texas Region. Mr. Ramirez has consecutively received twice the Executive Director of the Year award by National Association of Housing and Redevelopment Officials.

Ramirez is currently pursuing his Master of Public Administration from the University of Texas - Rio Grande Valley and is expected to graduate in 2016. He holds a Bachelor of Science degree in Education from the University Texas- Pan American since 1987.

Mr. Ramirez was born and raised in Edinburg, TX, is married to Pamela Ramirez, and they have four children - Rudy Jr., Pete, Ida Marie, and Ivy May Ramirez. Mr. Ramirez is a firm believer of the motto: "Change starts with us."

Amador Requenez
Mission

Owner & Operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 years and Director for 4 year
Member of Mission Rotary for 20 years
Served on the Board of Hidalgo County Water District #6
Served on the Board of Hidalgo PIC (Private Industry Council)
Served on Board of Hidalgo County Appraisal District from 1992 to 2009
Current Board member Hidalgo County Appraisal Board of Directors 2012 to present

Albert Sandoval
Donna

Family
Jonathan Ben Sandoval, Senior Donna High School
Miranda Celeste Sandoval, Freshman Donna High School

Current Donna ISD Board Member/President
Past Donna School Board Member (9 Years) 1993-2002
President, All Valley Pools, Inc.
Past Board of Directors Donna Chamber of Commerce
Past Board of Directors, Donna Boys and Girls Club
Texas A & M Graduate (Finance) Class of 1998
Active Supporter St. Joseph Catholic School
Active Supporter Donna Youth Football League
Active Supporter Donna Youth Football League
Active Supporter Donna Little League

Antonio Sandoval
Elsa

Born and raised in McAllen.
Entered active duty after graduating from McHi and served in the U.S. Navy during the Vietnam era.
Graduated and received a Bachelor of Business Administration Degree with a major in accounting from Pan American University in 1972.
Served as County Auditor for Hidalgo County
Currently serving as Executive Director for the Edcouch Housing Authority
Currently residing in Elsa with his wife (Maria) of 39 years.
Four daughters, Monica Garcia, Melissa Amaya, Marla and Melba+

EXAMPLE

RESOLUTION NO. _____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the County of Hidalgo is entitled to cast a total of _____ votes in said election; and

WHEREAS, ballots must be returned by December 15, 2015 which is the deadline for accepting votes.

NOW THEREFORE BE IT RESOLVED by the County of Hidalgo does hereby cast _____ of votes for _____ for Hidalgo County Appraisal Board of Directors for 2016 - 2017.

READ, PASSED AND APPROVED at a regular meeting by the County of Hidalgo on this the_____ day of _____, 2015.

BY: _____
Ramon Garza, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

AI-52463 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Reconsideration of and possible rescission of Order Accepting Road into Hidalgo County Road System Upon Finding of Prescriptive Right Based Upon on Public Use (Ted Garza Road)

BACKGROUND

Order Accepting Road CC approved on 10/13/15 (AI-51743)

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 10:47 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/01/2015 03:53 PM

Final Approval Date: 12/11/2015

BARRY E. JONES
ATTORNEY AT LAW

RECEIVED
NOV 30, 2015
COUNTY JUDGE

302 W. 2nd St, Ste 3
Mercedes, Texas 78570
TEL: (956) 565-8490
FAX: (956) 565-6514
barry@bcjlawfirm.com

November 24, 2015

HONORABLE RAMON GARCIA
Hidalgo County Judge
Hidalgo County Courthouse
100 E. Cano
Edinburg, Texas 78539

Re: Order Dated October 13, 2015, Accepting "Ted Garza Road" Into Hidalgo County Road System and Finding of Prescriptive Right Based on Public Use

Dear Judge Garcia:

My firm represents Teodoro "Ted" Garza, Beatriz Lopez Garza (on behalf of Robert Garza's estate), Emma G. Elizondo, Alexandra L. Scott, Carmen Mead and Pablo A. Garza in connection with the action taken by the Hidalgo County Commissioners Court on October 13, 2015, by which it purportedly brought the "Ted Garza Road" (referred to in this letter - for purposes of clarity only - as the "Road") into the Hidalgo County Road system and ordered that it be included in the Hidalgo County Road map as a public road (the "Order"). My clients are the owners of the property on which the purported "road" lies; they were not given notice of the proposed action of the County Commissioners Court until well after the matter was placed on the agenda and acted upon.

The purpose of this letter is to give you and the Commissioners Court notice that my clients, as the owners of the property, reject the action taken and intend to assert a claim for inverse condemnation if the Order is not promptly rescinded. I will describe the principal bases of the objections to the Order.

First, the Order is based on a finding of "prescriptive right based on public use." My clients inform me that any use by the "public" has been by their permission and in conjunction with their own use of the easement for ingress and egress into their various properties to the north of Chapa Road. Texas law on the subject holds that a prescriptive right may not be maintained unless the public use is adverse and exclusive - use by the landowner(s) as well as the public bars a finding of prescriptive right. Any public use of the roadway has been neither adverse (except as described below), nor exclusive, as my clients and their relatives (property owners to the north) have used the easement.

It has not been until fairly recently that the property owners to the east (including some who signed the petitions for acceptance of the Road into the County Road System) began to use the easement. The historical access for the owners to the east, from their properties to Chapa Road (and before that, to the San Manuel Road), was down the centers of shares/lots 56, 57 and 58, and then to the eastern boundary of share/lot 59 southward to the public road. The statements in the sworn attachments to the petition that the Road is the only access to their properties is simply inaccurate, and certainly misleading.

Second, to the extent the County (Precinct 4 maintenance crews) has maintained any part of the Road in the past, it has been over the express objection of one or more of my clients. Historically, the work done on the portion of the Road that has been improved with caliche has been performed by the oil and gas companies that have well sites along the properties bounded by the Road and to the north. The oil and gas companies' improvement and maintenance of the easement has been specifically authorized by one or more of my clients - and that authorization is memorialized by a written agreement recorded in the Hidalgo County Official Records. According to some of my clients, the County maintenance crews would occasionally bring maintainer equipment to the easement, but would destroy the crown of the roadway and impair the drainage. I am told that when my clients noticed the County crews on the easement, the crews were asked to stop work and leave.

In connection with County maintenance of the easement, I would point out that a county may not expend public funds to maintain a private road (with an exception that is not applicable here). So, we assume that any prior use of public funds to "maintain" the easement was unauthorized, and that the purpose of the Order was to justify future expenditure of public funds.

Third, the reliance on the 1947 Judgment in Cause No. B-15811, for the finding that the Road was declared a public road, is misplaced. First, the "public" was not a party to that suit, and that Judgment does not grant the public any rights - except to the extent the affected property owners permitted ingress and egress on the easement to their invitees. That is my clients' interpretation of the Judgment, and as they are the only parties affected by its scope, I trust their interpretation will prevail. Second, even if the public were to have some rights under that Judgment, it is limited to only part of their property, and certainly not the entire 7,520 feet recited in the Order. Third, the Judgment related to specific properties, identified by reference to a map recorded at a certain location in the Probate Minutes of Hidalgo County. Examination of that page reference reveals no map and nothing by which the affected tracts can be identified with the specificity required by the Statute of Frauds. And fourth, the public roadway to which the easement connected was the old San Manuel Road, which has since been abandoned. There is a gap (through property belonging to some of my clients) between the presumed ("presumed" because there is no map to verify it) location of the easement and Chapa Road, to which the Order apparently refers. The Judgment offers little support for the Commissioners Court's action.

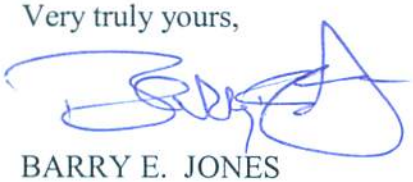
Fourth, as we understand Texas law, the Order does not - itself - create rights in the petitioners. Only the district court could adjudicate the rights of my clients with respect to their property. At best, the Order creates a basis for future maintenance of the Road, an outcome which my clients intend to avoid. Hidalgo County, and specifically Precinct 4, is hereby put on notice that it is not to take any steps to provide maintenance for the Road.

It appears that the Commissioners Court adopted the Order improvidently and without full knowledge of the underlying facts, at the request of property owners who did not have the right to use of the easement (except through the permission of my clients). I trust that if the Commissioners had information set out in this letter before it acted on the petition, it would not have granted it.

Should the County persist in its efforts to declare the Road as a public road and to incorporate it into the County's official road map, my clients intend to oppose such efforts, including opposition by way of litigation to assert their rights with respect to their property. We trust that will not become necessary and that the County Commissioners Court will act to rescind the October 13th Order. Should you require more information or if I can be of assistance with your evaluation of this matter, please do not hesitate to contact me.

With best regards, I am

Very truly yours,



BARRY E. JONES

Enclosure(s): As stated
pc: Hidalgo County Commissioners
Stephen Crain, Atlas, Hall & Rodriguez
clients

AI-52450 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2016

BACKGROUND

Recommendation is the last Tuesday of month

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 10:45 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Monica Badillo		Started On: 11/30/2015 03:06 PM
Final Approval Date: 12/11/2015		

AI-52671 **Executive Office** **9. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Child Welfare:
Requesting exemption from HCCC approved "Order" for Minor [Day to Day] Purchases deadline of November 6, 2015 so as to order/purchase [through Requisition #288808] needed supplies with assurances by vendor of delivery prior to 12-31-15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-00-360-001-0-605

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

BUDGETARY IMPACT:

Funds available under Requisition.

Attachments

quote
quote
quote
req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 04:02 PM
Glinda Pacheco	Glinda Pacheco	12/11/2015 04:43 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Monica Badillo		Started On: 12/11/2015 03:58 PM
Final Approval Date: 12/11/2015		

(956) 618 - 2018
MANAGER MARIANA GARCIA
4101 S MCCOLL RD
EDINBURG TX 78539

ST# 03806 OP# 003616 TE# 94 TR# 09513

SQN VST	063767703860	13#88 X
SQN VST	063767703846	13#88 X
SQN VST	063767703846	13#88 X
SQN VST	063767703861	13#88 X
FUR VST	063767703874	13#88 X
SQN VST	063767703858	13#88 X
FUR VST	063767703870	13#88 X
FUR VST	063767703874	13#88 X
FUR VST	063767703802	13#88 X
BUBBLEJACKET	082248003321	16#97 X
BUBBLEJACKET	082248003326	16#97 X
BUBBLEJACKET	082248003358	16#97 X
BUBBLEJACKET	082248003345	16#97 X
BUBBLEJACKET	082248003359	16#97 X
BUBBLEJACKET	082248003346	16#97 X
BUBBLEJACKET	082248003330	16#97 X
BUBBLEJACKET	082248003329	16#97 X
SOLID FLEECE	008511849113	6#96 X
BOYS HOODIE	071521130799	6#96 X
BOYS HOODIE	071521130909	6#96 X
BOYS HOODIE	071521130922	6#96 X
PRINT FLEECE	008511849136	6#96 X
PRINT FLEECE	008511849135	6#96 X
PRINT FLEECE	008511849124	6#96 X
OKS SHIRTJAC	076125301307	26#87 X
	SUBTOTAL	396#27
TAX 1	8.250 %	27#74
	TOTAL	364#01
	CASH TEND	364#01
	CHANGE DUE	0#00

ITEMS SOLD 25

****
**** INVALID RECEIPT - TRAINING ****
****
Low Prices You Can Trust. Every Day.
12/10/15 15:23:23

(956) 381 - 6674
MANAGER PATRICIA SANCHEZ
1724 W UNIVERSITY DR
EDINBURG TX 78539
ST# 00429 OP# 006710 TE# 08 TR# 02639

FUR VST	063767703867	13#88 X
SQN VST	063767703863	13#88 X
SQN VST	063767703858	13#88 X
FUR VST	063767703884	13#88 X
SQN VST	063767703851	13#88 X
SQN VST	063767703852	13#88 X
SQN VST	063767703845	13#88 X
FUR VST	063767703876	13#88 X
FUR VST	063767703880	13#88 X
BUBBLEJACKET	082248003358	16#97 X
BUBBLEJACKET	082248003322	16#97 X
BUBBLEJACKET	082248003352	16#97 X
BUBBLEJACKET	082248003320	16#97 X
BUBBLEJACKET	082248003322	16#97 X
BUBBLEJACKET	082248003335	16#97 X
BUBBLEJACKET	082248003353	16#97 X
BUBBLEJACKET	082248003336	16#97 X
BUBBLEJACKET	082248003360	16#97 X
	SUBTOTAL	277#66
TAX 1	8.250 %	22#91
	TOTAL	300#56
	CASH TEND	300#56
	CHANGE DUE	0#00

ITEMS SOLD 18

****
**** INVALID RECEIPT - TRAINING ****
****
Low Prices You Can Trust. Every Day.
12/10/15 16:18:12

(956) 252 - 2047
MANAGER MARIBEL MARTINEZ
2012 S. EXPRESSWAY 281
EDINBURG TX 78542

ST# 05809 OP# 000999 TE# 16 TR# 07226

SQN VST	063767703860	13#88	X
SQN VST	063767703845K	13#88	X
FUR VST	063767703866	13#88	X
SQN VST	063767703846	13#88	X
SQN VST	063767703847	13#88	X
FUR VST	063767703870	13#88	X
SQN VST	063767703853	13#88	X
CHV SQN V	063767703836	13#88	X
BUBBLEJACKET	082248003329	16#97	X
BUBBLEJACKET	082248003330	16#97	X
BUBBLEJACKET	082248003335	16#97	X
BUBBLEJACKET	082248003354	16#97	X
FUR VST	063767703882	13#88	X
BUBBLEJACKET	082248003356K	16#97	X
BUBBLEJACKET	082248003351	16#97	X
BUBBLEJACKET	082248003357	16#97	X
BUBBLEJACKET	082248003356	16#97	X
BUBBLEJACKET	082248003334	16#97	X
SUBTOTAL		277#65	
TAX 1 8.250 %		22#91	
TOTAL		300#56	
CASH TEND		300#56	
CHANGE DUE		0#00	

ITEMS SOLD 18

****
**** INVALID RECEIPT - TRAINING ****
****
Low Prices You Can Trust. Every Day.
12/10/15 14:16:34

Requisition
EXECUTIVE OFFICE

Req # 00288808
PO #
Date: 12/11/15

Bill To: x
x

Vendor : 437387
WALMART#5809
2812 S. EXP 281
EDINBURG TX 78542

Ship To: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: **Becky Gomez**
959-292-7655

Contract No:

Special Instructions:
EX- 40

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
27.00	EACH	Children Vests	13.88	374.76
26.00	EACH	Children Bubble Jackets	16.97	441.22
1.00	EACH	Children Solid Fleece Jacket	26.87	26.87
3.00	EACH	Boys Hoodie Jacket	6.96	20.88
3.00	EACH	Print Fleece Jacket	6.96	20.88
1.00	EACH	Children Jacket	6.96	6.96
		Account No	Encumbrance	
		5-1100-444-00-360-001-0-605	891.57	
			Freight	.00
			Total	891.57
		CC Approval 12 15 2015		

Authorized By: _____

AI-52581 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

CCL#8 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) Temporary Full Time Clerk I position, Slot T007 at $10.10 per hour/$9,696.00 proposed budgeted salary, not to exceed 06/14/16, effective 01/01/16.
3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-412-00-028-001-0-XXX

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

BUDGETARY IMPACT:

Funds available via intradepartmental transfer.

Attachments

PAR
Transfer
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2015 02:07 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Diana Munoz		Started On: 12/08/2015 02:13 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: County Court at Law #8 (028-001) **DATE:** 12/08/2015

CURRENT POSITION TITLE: ~~Clerk I (Temporary)~~ DT **CURRENT SLOT. #:** ~~T006~~ T007 DT

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

REQUEST FOR: DT

- [x] New Position
- [ ] Temporary Position
- [ ] Position Reclassification*
- [ ] Other ~~Extend~~ Temporary Position — DT Create

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 9,696.00 (Proposed Budgeted Salary) $ 9,696.00 (Net Change)

Position to be funded from one of the following:

- [ ] Current Department Budget
- [ ] Annual Budget Cycle
- [ ] Will Require Additional Funds
- [ ] Other _____

POSITION Type:

- [ ] Full Time Employee Object 113
- [ ] Part Time Employee Object 114
- [x] Full Time Temporary Object 121 DT
- [ ] Part Time Temporary Object 122

$10.10 P/hr
Enter hourly rate for temp. positions
$ 10.10 X 960 = $9,696.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

01/01/2015	06/14/2016		40	Not to exceed 06/14/2016
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

To provide assistance with clerical and administrative support work.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 12/9/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 12/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: December 15, 2015

2016
Transfer

AI-52581

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CCL #8

ACCOUNT NUMBER: 6-1100-412-00-028-001-0-1XX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	Reg F/T Employees	121	Temporary F/T Employees	9,696.00
			TOTAL	$ 9,696.00

REASON:
Transfer lapsed funds from vacant slot no. 0002 to fund the creation of a Temporary Clerk I position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52581

Summary of request/proposal:
CCL #8 (1100): Approval of the following personnel action, not to exceed 06/14/15, effective 01/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CLERK I	T007	121	0.00	9,696.00	9,696.00
				0.00	9,696.00	9,696.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-028-001-0-	121	CCL #8-	TEMP F/T EMPLOYEES	$9,696.00
6-1100-412-00-028-001-0-	211	CCL #8-	HEALTH INSURANCE	$0.00
6-1100-412-00-028-001-0-	212	CCL #8-	LIFE INSURANCE	$0.00
6-1100-412-00-028-001-0-	220	CCL #8-	FICA	$741.74
6-1100-412-00-028-001-0-	230	CCL #8-	RETIREMENT	$0.00
6-1100-412-00-028-001-0-	250	CCL #8-	UNEMPLOYMENT COMP	$58.18
6-1100-412-00-028-001-0-	260	CCL #8-	WORKER'S COMP	$20.36
			2016 Budgetary Impact	$10,516.28

Possible Funding Sources: Position will be funded from lapsed salaries from vacant slot no. 0002; intradepartmental transfer from object code 113 to 121.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-52532 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 4 Road Maintenance (1200):
1. Discussion, consideration and approval of the following personnel actions, effective next pay period of 12/28/2015:

Action	Dept/ Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0010	Heavy Equipment Operator II	$33,822.00	$0.00
Delete	124-007	0016	Truck Driver II	$29,676.00	$0.00
Create	124-007	0079	Accounts Payable Specialist II	$0.00	$33,822.00
Create	124-007	0080	Maintenance III	$0.00	$29,676.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note
PAR's JOB DESCR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:47 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Diana Munoz		Started On: 12/04/2015 11:21 AM

Final Approval Date: 12/11/2015

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52532

Summary of request/proposal:
PCT 4 RD MAINTENANCE (1200)-
Approval of the following personnel actions, effective 12/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Heavy Equipment Operator II	0010	113	33,822.00	0.00	(33,822.00)
1200	Truck Driver II	0016	113	29,676.00	0.00	(29,676.00)
1200	Accounts Payable Specialist II	0079	113	0.00	33,822.00	33,822.00
1200	Maintenance III	0080	113	0.00	29,676.00	29,676.00
						0.00
				63,498.00	63,498.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-124-007-0-	113	PCT 4 RD MAINT-	REG F/T EMPLOYEES	$0.00
5-1200-431-00-124-007-0-	211	PCT 4 RD MAINT-	HEALTH INSURANCE	$0.00
5-1200-431-00-124-007-0-	212	PCT 4 RD MAINT-	LIFE INSURANCE	$0.00
5-1200-431-00-124-007-0-	220	PCT 4 RD MAINT-	FICA	$0.00
5-1200-431-00-124-007-0-	230	PCT 4 RD MAINT-	RETIREMENT	$0.00
5-1200-431-00-124-007-0-	250	PCT 4 RD MAINT-	UNEMPLOYMENT COMP	$0.00
5-1200-431-00-124-007-0-	260	PCT 4 RD MAINT-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124 - 007) RD MAINT. **DATE:** 12/3/2015

CURRENT POSITION TITLE: Heavy Equipment Operator II **CURRENT SLOT. #:** 007-0010

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ $33,822.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ($33,822.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Department no longer is in need of this position

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization plan

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

N/A

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

N/A

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

N/A

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

The position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/3/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/4/15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124-007) RD MAINT DT

DATE: 12/4/15

CURRENT POSITION TITLE: Truck Driver II

CURRENT SLOT. #: 007-0016

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 29,676.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (29,676.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Department is no longer in need of this position

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization Plan

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

N/A

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

N/A

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

N/A

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

This position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-4-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/4/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124 - 007) RO MAINT OT

DATE: 12/03/15

CURRENT POSITION TITLE:

CURRENT SLOT. #:

REQUESTED POSITION TITLE: Accounts Payable Specialist II
(For new positions or reclassifications)

0079

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ $33,822.00 (Proposed Budgeted Salary) $ $33,822.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from deleted position

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization Plan (will create slot 007-0079)

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

N/A

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

N/A

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

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/3/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/4/15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4 (124 -007) RD MAINT DT **DATE:** 12/4/15

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

REQUESTED POSITION TITLE: Maintenance III
(For new positions or reclassifications) 0080

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 29,676.000 (Proposed Budgeted Salary) $ 29,676.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from deleted position

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Precinct 4 Reorganization Plan (will create slot 007-0080)

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

N/A

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

N/A

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

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12-4-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/4/15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #4

MAINTENANCE III

GENERAL DESCRIPTION

Performs supervisory duties as directed. Maintains safe conditions on all County roads and bridges within precincts. Performs various tasks of construction and maintenance throughout the precincts.

EXAMPLES OF WORK PERFORMED

Road & Bridge

Performs supervisory duties as directed

Patches holes on County roads and/or bridges

Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct

Performs a variety of preventative maintenance and repair work on equipment

Performs maintenance and construction duties including installing culverts

May operate chainsaw to clear brush from right of way

May drive County vehicle to haul materials to and from the work site

Tamps, packs and levels dirt, gravel or asphalt

Uses hand tools to dig ditches or holes

Loads material, trash, brush, etc., onto truck; May sometime unload the same

May replace tires on County vehicles

Checks daily construction schedule to keep appraised of materials needed on the job

Regular attendance is a must

Ability to work well with others

Perform other duties as assigned

Sanitation and Landfill

Familiarization with all duties of the attendants, maintenance I and truck drivers for the Sanitation Department

Check daily operations at the citizen collection stations and reports to the Sanitation Director

Schedules all work orders for truck operators and serves as dispatcher for the operation

Mobilizes heavy equipment as needed to maintain a hazard free environment at all citizen collection stations and recovery centers

Works closely with the Solid Waste Enforcement Officers for schedule clean-up campaigns

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Three (3) years of supervisory experience; and/or

Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties

Certificates, Licenses and Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Should be able to operate other general equipment such as backhoe, loader, etc

Should be able to train employees on the various types of equipment

May be required to address personnel issues

Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment

Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools

Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division

Ability to understand and follow written and oral instructions and directives

Must be able to perform all duties of Maintenance I and II

Employee may be assigned other duties in addition to those listed

Duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY PRECINCT #4

ACCOUNTS PAYABLE SPECIALIST II

GENERAL DESCRIPTION

Performs accounts payable work. Work involves processing of County invoices and payment in a timely manner. Communicate with County departments regarding purchase orders, invoices and payments. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments.

EXAMPLES OF WORK PERFORMED

Alerts departments of discrepancies with purchase orders and invoicing

Verifies account balances for deficiencies

Advises department regarding procedures for processing of payments

Submits journal entries for corrections or adjustments to accounts

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

Maintains and enter information for claims to generate appropriate checks for Commissioner's Court

Interacts with County departments regarding vendor data or policies

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Business Technical training

Two (2) years experience in accounts payable capacity.

Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

10 key calculator

Knowledge of MS Word and Excel

Understand record keeping techniques

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-52583 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Pct 1 Road Maintenance (1200):
1. Discussion, consideration, and approval to extend one (1) Temporary full time Maintenance I position, Slot T147 at $12.02 per hour/$6,250.00 proposed budgeted salary, effective January 01, 2016 through March 31, 2016.
2. Approval to waive posting, hiring and enrollment procedures and assign employee #211443 to Slot No. T147, Maintenance I position.
3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-890

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

BUDGETARY IMPACT:

Funds available; intradepartmental transfer into salary and fringe accounts.

Attachments

Fiscal Note
Transfer
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:53 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Diana Munoz		Started On: 12/08/2015 02:58 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52583

Summary of request/proposal:
Pct 1 Rd Maintenance (1200): Approval of the following personnel action, to begin 01/01/2016 - 03/31/2016:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Maintenance I	T147	121	0.00	6,250.00	6,250.00
				0.00	6,250.00	6,250.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-121-005-0-	121	PCT 1 RD MAINT-	TEMP F/T EMPLOYEES	$6,250.00
6-1200-431-00-121-005-0-	211	PCT 1 RD MAINT-	HEALTH INSURANCE	$0.00
6-1200-431-00-121-005-0-	212	PCT 1 RD MAINT-	LIFE INSURANCE	$0.00
6-1200-431-00-121-005-0-	220	PCT 1 RD MAINT-	FICA	$478.13
6-1200-431-00-121-005-0-	230	PCT 1 RD MAINT-	RETIREMENT	$0.00
6-1200-431-00-121-005-0-	250	PCT 1 RD MAINT-	UNEMPLOYMENT COMP	$37.50
6-1200-431-00-121-005-0-	260	PCT 1 RD MAINT-	WORKER'S COMP	$430.00
			2016 Budgetary Impact	$7,195.63

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 1 Rd Maintenance

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-XXX

2016
Transfer

AI- 52583

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	121	TEMP F/T EMPLOYEES	6,250.00
890	OTHER	220	FICA	478.13
890	OTHER	250	UNEMPLOYMENT COMP	37.50
890	OTHER	260	WORKER'S COMP	430.00
			TOTAL	$ 7,195.63

REASON:
TO FUND ONE (1) TEMPORARY FULL TIME POSITION, NOT TO EXCEED THREE (3) MONTHS, EFFECTIVE 01/01/2016 THROUGH 03/31/2016.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 8 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 12/7/2015

CURRENT POSITION TITLE: Maintenance I (Temporary) CURRENT SLOT #: T0147

REQUESTED POSITION TITLE: MAINTENANCE I (Temporary) DT

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other Extend Temporary position

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ ~~25,000.00~~ 4,250.40 DT 00 Dm	$ ~~25,000.00~~ 4,250.40 DT 00 Dm
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other ~~LAPSE SALARIES~~ DT

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $ 12.02 Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ 25,000.00 / 2080= $12.02 (12.02 x 520 = ~~4,250.40~~) DT 00 Dm
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: DT

1/1/2016	~~3/1/2016~~ 03/31/16	Mon-Sat 7-4	40 hours	3 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Pct. 1 Road Maintenance has an employee out on FMLA due to a critical medical condition. For that reason our office would like to extend the current full time temporary position in the year 2016 not to exceed 3 months and keep the current employee filling this position.

Employee will not need to attend the enrollment process since he completed the process when he initially was hired.

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

See attached job description

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-7-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12/08/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/10/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-52524 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

County Judge (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related - Amendments.
2. Discussion, consideration, and approval to add auto allowance to slot# 0003, Assistant Chief Administrator, in the amount of $5,000, effective next full pay period of 12/28/2015.
3. Discussion, consideration, and approval of the following title change, effective next pay period of 12/28/15:

Slot#	Current Position Title	Proposed Position Title
0032	Economic Development Planner I	Executive Assistant II

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-413-00-110-006-0-118

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

BUDGETARY IMPACT:

Funds available within department budget.

Attachments

Fiscal Note
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 04:11 PM
Human Resources	Diana Munoz	12/10/2015 03:17 PM
Human Resources	Debbie Tamez	12/11/2015 08:28 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Diana Munoz Started On: 12/03/2015 04:53 PM
Final Approval Date: 12/11/2015

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52524

Summary of request/proposal:
COUNTY JUDGE (1100)-
Approval of the following personnel actions, effective 12/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Allowance	Proposed Budgeted Allowance	Total Requested
1100	Assistant Chief Administrator	0003	118	0.00	5,000.00	5,000.00
				0.00	5,000.00	5,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-413-00-110-006-0-	118	CO JUDGE-	AUTO ALLOWANCE	$76.63
5-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	$0.00
5-1100-413-00-110-006-0-	212	CO JUDGE-	LIFE INSURANCE	$0.00
5-1100-413-00-110-006-0-	220	CO JUDGE-	FICA	$5.86
5-1100-413-00-110-006-0-	230	CO JUDGE-	RETIREMENT	$8.15
5-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT COMP	$0.46
5-1100-413-00-110-006-0-	260	CO JUDGE-	WORKER'S COMP	$0.16
			2015 Budgetary Impact	$91.26

2016 Budgetary Impact: $5,951.00

Possible Funding Sources: Funds available within department budget.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

HUMAN RESOURCES
DEC 02 2015
RECEIVED

DEPARTMENT NAME/NUMBER: County Judge (110-006) DATE: 11/30/2015

CURRENT POSITION TITLE: Asst. Chief Administrator CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: Asst. Chief Administrator

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Add Auto Allowance

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

POSITION SALARY REQUEST:

Salary Amount:

$ 70,040.00	$ 70,040.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Auto Allowance:

$ 0.00	$ 5,000.00	$ 5,000.00
Current G&S/ Budgeted Allowance	Proposed G&S/ Budgeted Allowance	Net Change

Position to be funded from one of the following:

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

[ ] 1100-413-00-110-006-0

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Ramon Garcia	12/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12/02/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/10/2015	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Judge/110 **DATE:** 12/10/15

CURRENT POSITION TITLE: Economic Development Planner I **CURRENT SLOT. #:** 32

REQUESTED POSITION TITLE: Executive Assistant II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Title Change

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

POSITION SALARY REQUEST:

Salary Amount: $ 52,002.00 (Current Budgeted Salary) $ 52,002.00 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

After reviewing position & job description, we have determined that Executive Assistant is the correct title for this position

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 12/10/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 12/10/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 12/10/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-52491 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Elections Department (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to extend the following temporary full-time positions, effective 01/01/2016 through 06/30/2016:

Employee#	Slot#	Position Title	Proposed Budgeted Salary/Hourly Rate
205451	T172	Elections Clerk	$10,504.00/yr - $10.10/hr
212237	T173	Elections Clerk	$10,504.00/yr - $10.10/hr
211044	T174	Elections Clerk	$10,504.00/yr - $10.10/hr
211052	T176	Elections Clerk	$10,504.00/yr - $10.10/hr
211060	T177	Elections Clerk	$10,504.00/yr - $10.10/hr

3. Approval to waive posting, hiring, and enrollment procedures for temporary slot #'s T172- T177 and keep the temporary employee #'s currently filling the slot #'s listed above.

4. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed six (6) months, effective 01/01/2016 through 06/30/2016:

Slot#	Position Title	Proposed Budgeted Salary / Hourly Rate
T178	Elections Clerk	$10,504.00/yr. - $10.10/hr
T179	Elections Clerk	$10,504.00/yr. - $10.10/hr
T180	Elections Clerk	$10,504.00/yr. - $10.10/hr
T181	Elections Clerk	$10,504.00/yr. - $10.10/hr
T182	Elections Clerk	$10,504.00/yr. - $10.10/hr

5. Approval of intradepartmental transfer.
6. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-414-00-130-001-0-123

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

BUDGETARY IMPACT:

Funds available; intradepartmental transfer.

Attachments

JOB DESCRIPTION
Transfer
Fiscal Note
PARS
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:47 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Diana Munoz		Started On: 12/02/2015 04:35 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY ELECTIONS DEPARTMENT

ELECTIONS CLERK (TEMPORARY)

GENERAL DESCRIPTION

Will work under the direction of the Elections Administrator and will work closely with the Voter Registrar, Elections Operations, Elections GIS Operations, and IT Managers in the performance of the various duties of elections.

EXAMPLES OF WORK PERFORMED

Maintain accurate and up to date voter registration data files

Assist public either by telephone or in person, with voter registration application information and elections information as needed

Provide public assistance in responding to telephone calls

Assist public with request information and questions

Knowledge of Deputizing Program for public, business, and organizations utilized in Voter Registration process

Perform manual filing and scanning of voter applications and forms

Assist in data processing

Assist Election Operations Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, etc.

Assist the Elections GIS Operations Manager with various duties such as printing maps, researching demographic data and other duties as needed

Assist the IT Department in the Elections Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units

Coordinate with Elections staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits

Assist with setting up field system laptops

Assist with troubleshooting laptops, voting machines and other equipment

Assist with set up, delivery and maintenance of voting machines

Must have a basic understanding of Microsoft Office Software

Must be able to work under loud conditions, pressure and in meeting deadlines

Must be able to work nights and weekends as needed

Must have good writing and communication skills

Must be well organized

Must have basic filing skills

Must have regular attendance, be detailed oriented, and a self motivator

Ability to work well with others including contractual entities, department employees, elected officials, the community and department heads

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Have a minimun of one (1) year of computer and data entry skills experience

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses, & Registrations

Must have a current valid Texas motor vehicle operator's License

Must be able to be insured by the County's Insurance carrier;

Knowledge, Skills, and Abilities

Ability to read, interpret, and accept documents such as public requests

Ability to communicate effectively with staff and the public

Must have good driving record

May be asked to handle an electric forklift and other equipment such as a shredder

May be asked to climb a ladder

During elections, must be available to work extended hours and/or weekends when necessary

Must be able to work under stressful and demanding conditions

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Regular attendance punctuality is a must

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: December 15, 2015

2016
Transfer

AI- 52491

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for ELECTIONS DEPARTMENT

ACCOUNT NUMBER: 6-1100-414-00-130-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
123	ELECTION POLL WORKERS	121	TEMP F/T EMPLOYEES	105,040.00
123	ELECTION POLL WORKERS	220	FICA	8,035.56
123	ELECTION POLL WORKERS	250	UNEMPLOYMENT COMP	630.24
123	ELECTION POLL WORKERS	260	WORKER'S COMP	220.58
		TOTAL	$	113,926.38

REASON:
TO FUND TEN (10) TEMPORARY FULL TIME POSITIONS, NOT TO EXCEED SIX (6) MONTHS EFFECTIVE 01/01/2016 THROUGH 06/30/2016.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52491

Summary of request/proposal:
Elections Dept (1100): Approval of the following personnel actions, not to exceed six (6) months to begin 01/01/2016 - 06/30/2016:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ELECTIONS CLERK	T172	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T173	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T174	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T176	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T177	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T178	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T179	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T180	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T181	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T182	121	0.00	10,504.00	10,504.00
				0.00	105,040.00	105,040.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-414-00-130-001-0-	121	ELECTIONS DEPT-	TEMP F/T EMPLOYEES	$105,040.00
6-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$0.00
6-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$0.00
6-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$8,035.56
6-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$0.00
6-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$630.24
6-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$220.58
			2016 Budgetary Impact	$113,926.38

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department / 130

DATE: November 25, 2015

CURRENT POSITION TITLE: Elections Clerk (Temporary)

CURRENT SLOT. #: ~~T127 - T177~~ OT T172, T173, T174, T176, T177

REQUESTED POSITION TITLE: Elections Clerk (Temporary)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other Extend Temporary positions

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

POSITION SALARY REQUEST:

Salary Amount: $ Ø (Current Budgeted Salary) $ ~~6 x 10,504= 63,024~~ OT 5 $52,520.00 (Proposed Budgeted Salary) $ ~~63,024~~ $52,520.00 OT (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $10.10

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 10.10 * 1040 = $10,504

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

1-01-16	6-30-16	Mon-Fri, 8am - 5pm	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Our office is requesting the 6 temporary positions that we now have be extended. Our office is busy at work preparing for the March 2016 Primary Election that has deadlines as early as December of 2015 that affect our office. Early voting for the Primary Election begins in February which means we begin preparing in December. Deadlines for the May city/school elections are approaching during the Primary Election as well as those for the Primary Runoff. Our office is in the middle of preparing for a future election during one that is taking place due to overlapping deadlines.

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

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

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

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

During odd number years our office employs a lesser amount of temporary employees so that we are able to request 10 positions in even numbered years. 2016 is a presidential election year as well and we anticipate that we will need all ten positions to effectively and efficiently run all elections that are taking place in 2016.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	11-25-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/4/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/10/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department / 130

DATE: November 18, 2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: DT T178, T179, T180, T181, T182

REQUESTED POSITION TITLE: Elections Clerk (Temporary)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

DT 5 DT $52,520.00 DT $52,520.00

Salary Amount: $ N/A (Current Budgeted Salary) $ ~~4~~ x 10,504= ~~42,016~~ (Proposed Budgeted Salary) $ ~~42,016~~ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $10.10

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

10.10 * 1040 = $10,504
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

1-01-16	6-30-16	Mon-Fri, 8am - 5pm	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Temporary positions are needed to assist in running an effective Primary Election with early voting beginning in February and a Primary Runoff with Early Voting that begins in April. In between those elections our office is also preparing for a possible 13 cities and schools holding elections in the beginning of May. Wrap up of one election is going on during preparation for the next. For this reason I am confident our office will need and utilize all 10 temporary positions.

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

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

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

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

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HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	11-24-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/4/15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/10/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department / 130

DATE: November 25, 2015

CURRENT POSITION TITLE: Elections Clerk (Temporary)

CURRENT SLOT. #: ~~T127 - T177~~ OT T172, T173, T174, T176, T177

REQUESTED POSITION TITLE: Elections Clerk (Temporary)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other Extend Temporary positions

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

POSITION SALARY REQUEST:

Salary Amount: $ Ø (Current Budgeted Salary) $ ~~6 x 10,504= 63,024~~ OT 5 $52,520.00 (Proposed Budgeted Salary) $ ~~63,024~~ $52,520.00 OT (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $10.10

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 10.10 * 1040 = $10,504

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

1-01-16	6-30-16	Mon-Fri, 8am - 5pm	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Our office is requesting the 6 temporary positions that we now have be extended. Our office is busy at work preparing for the March 2016 Primary Election that has deadlines as early as December of 2015 that affect our office. Early voting for the Primary Election begins in February which means we begin preparing in December. Deadlines for the May city/school elections are approaching during the Primary Election as well as those for the Primary Runoff. Our office is in the middle of preparing for a future election during one that is taking place due to overlapping deadlines.

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HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	11-25-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/4/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/10/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 2 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department / 130

DATE: November 18, 2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: DT T178, T179, T180, T181, T182

REQUESTED POSITION TITLE: Elections Clerk (Temporary)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

DT 5 DT $52,520.00 DT $52,520.00

Salary Amount: $ N/A (Current Budgeted Salary) $ ~~4~~ x 10,504= ~~42,016~~ (Proposed Budgeted Salary) $ ~~42,016~~ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $10.10

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

10.10 * 1040 = $10,504
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

1-01-16	6-30-16	Mon-Fri, 8am - 5pm	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Temporary positions are needed to assist in running an effective Primary Election with early voting beginning in February and a Primary Runoff with Early Voting that begins in April. In between those elections our office is also preparing for a possible 13 cities and schools holding elections in the beginning of May. Wrap up of one election is going on during preparation for the next. For this reason I am confident our office will need and utilize all 10 temporary positions.

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

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

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HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	11-24-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/4/15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/10/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-52483 **Human Resources** **10. F.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100)/Tax Office - Special Vehicle Inventory (1246):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period, 12/28/2015:

Action	Fund	Dept/ Program	Slot No.	Position Title	Current Budgeted Salary/ Supplement	Proposed Budgeted Salary/ Supplement	Total Adjustment
Salary Auto Allowance Supplement Pay (Delete)	1100	140-001	0003	Property Tax Manager	$65,507.00 $2,800.00	$65,507.00 $2,800.00	$0.00 $0.00
	1246	140-003	0002		$3,000.00	$0.00	($3,000.00)
Salary Auto Allowance Supplement Pay (Delete)	1100	140-001	0008	Accountant IV	$52,002.00 $1,500.00	$52,002.00 $1,500.00	$0.00 $0.00
	1246	140-003	0006		$3,000.00	$0.00	($3,000.00)
Salary Auto Allowance Supplement Pay (Add)	1100	140-001	0018	Deputy Clerk III	$40,347.00 $1,500.00	$40,347.00 $1,500.00	$0.00 $0.00
	1246	140-003	0010		$0.00	$3,000.00	$3,000.00
Salary Supplement Pay (Add)	1100	140-001	0025	Bookkeeper II	$33,917.00	$33,917.00	$0.00
	1246	140-003	0011		$0.00	$3,000.00	$3,000.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

PAR's

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 05:01 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Diana Munoz		Started On: 12/02/2015 03:11 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: Property Tax Manager CURRENT SLOT #: 140-001-003 / 140-003-002

REQUESTED POSITION TITLE: Property Tax Manager

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Supplement Pay

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 65,507.00	$ 65,507.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 2,800.00	$ 2,800.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

~~Salary~~ Supplement Amount:

$ 3,000.00	$ 0.00	$ (3,000.00)
Current G&S/Budgeted Supplement	Proposed G&S/Budgeted Supplement	Net Change

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

TEMPORARY POSITIONS: N/A

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

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

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

Supplemental pay no longer required on slot.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Pablo (Paul) Villarreal Jr.	~~JE~~ AC 12-10-15 ~~10-21-15~~				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO	
2.	11/3/2015				
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	11/6/2015				
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.					
COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 22 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: Accountant IV CURRENT SLOT #: 140-001-008 / 140-003-006

REQUESTED POSITION TITLE: Accountant IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Delete Supplement Pay

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

POSITION SALARY REQUEST:

Tax office Fund Account - 1100-415-15-140-001-0

Salary Amount: Auto Allowance OT

$ 52,002.00 / 1,500 OT	$ 52,002.00 / 1,500 OT	$ 0.00 / 0.00 OT
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Special Vehicle Inventory 1246-415-15-140-003-0

~~Auto Allowance~~: Supplement Amount OT

$ 3,000.00	$ 0.00	$ (3,000.00)
Current G&S/ Budgeted Supplement	Proposed G&S/ Budgeted Supplement	Net Change

Position to be funded from one of the following:

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

[ ] _____

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[x]	Non-Exempt	[x]
N/A	[ ]		

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

Supplement pay no longer required on slot.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Pablo (Paul) Villarreal Jr.	~~10-21-15~~ ~~JE~~ JC 12-10-15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	11/03/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: DEPUTY CLERK III CURRENT SLOT #: 140-001-018 / 140-003-010

REQUESTED POSITION TITLE: DEPUTY CLERK III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Supplement Pay OT ADD ~~COST~~ ALLOCATION

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 40,347.00	$ 40,347.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 1,500.00	$ 1,500.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

Supplement Amount:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Supp. Salary	Proposed G&S/ Supp. Salary	Net Change

Full Time Employee Object 113 ☒ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Additional responsibilities training and auditing for the Special Inventory Pre-Payment Program.

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

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

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

Supplement is currently budgeted but unassigned.

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	Pablo (Paul) Villavaso Jr	~~JE~~ AC 10-10-15 ~~10-21-15~~	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
	DEPARTMENT HEAD	Date				
2.		11/03/2015	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		11/5/2015	BUDGET PROCEDURES COMPLETED	✓	YES		NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
OCT 22 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: BOOKKEEPER II CURRENT SLOT #: 140-001-025 / 140-003-012 ~~11~~ OT

REQUESTED POSITION TITLE: BOOKKEEPER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD ~~COST ALLOCATION~~ Supplement Pay OT

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 33,917.00	$ 33,917.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

Supplement Amount:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Supp. Salary	Proposed G&S/ Supp. Salary	Net Change

Full Time Employee Object 113 [X] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Additional responsibilities assisting with daily operations for the Special Inventory Pre-Payment Program.

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

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

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

Supplement is currently budgeted but unassigned.

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	Date: ~~10-21-15~~ AC 12-10-15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD					
2.	Date: 11/03/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR					
3.	Date: 11/5/2015	BUDGET PROCEDURES COMPLETED	[/]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT					

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52483

Summary of request/proposal:
TAX OFFICE (1100)-
Approval of the following personnel actions, effective 12/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Properly Tax Manager	0003	113	65,507.00	65,507.00	0.00
			118	2,800.00	2,800.00	0.00
1100	Accountant IV	0008	113	52,002.00	52,002.00	0.00
			118	1,500.00	1,500.00	0.00
1100	Deputy Clerk III	0018	113	40,347.00	40,347.00	0.00
			118	1,500.00	1,500.00	0.00
1100	Bookkeeper II	0025	113	33,917.00	33,917.00	0.00
				197,573.00	197,573.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0-	113	TAX OFF-	REG F/T EMPLOYEES	$0.00
5-1100-415-15-140-001-0-	118	TAX OFF-	AUTO ALLOWANCE	$0.00
5-1100-415-15-140-001-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0-	220	TAX OFF-	FICA	$0.00
5-1100-415-15-140-001-0-	230	TAX OFF-	RETIREMENT	$0.00
5-1100-415-15-140-001-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
5-1100-415-15-140-001-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52483

Summary of request/proposal:
TAX OFFICE - SPECIAL VEHICLE INVENTORY (1246)-
Approval of the following personnel actions, effective 12/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1246	Properly Tax Manager	0002	117	3,000.00	0.00	(3,000.00)
1246	Accountant IV	0006	117	3,000.00	0.00	(3,000.00)
1246	Deputy Clerk III	0010	117	0.00	3,000.00	3,000.00
1246	Bookkeeper II	0011	117	0.00	3,000.00	3,000.00
				6,000.00	6,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1246-415-15-140-003-0-	117	TAX OFF-	SUPPLEMENTAL PAY	$0.00
5-1246-415-15-140-003-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
5-1246-415-15-140-003-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
5-1246-415-15-140-003-0-	220	TAX OFF-	FICA	$0.00
5-1246-415-15-140-003-0-	230	TAX OFF-	RETIREMENT	$0.00
5-1246-415-15-140-003-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
5-1246-415-15-140-003-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-52459 **Human Resources** **10. G.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Budget & Management (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel- Related Amendments .
2. Discussion, consideration, and approval of the following personnel actions, effective next full pay period, 12/28/15:

Action	Dept/ Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	115-001	0015	Budget Clerk I	$31,518.00	$0.00	($31,518.00)
Delete	115-001	0023	Planning Analyst I	$42,236.00	$0.00	($42,236.00)
Delete	115-001	0032	Administrative Assistant I	$24,929.00	$0.00	($24,929.00)
Create	115-001	0034	Budget Analyst III	$0.00	$52,002.00	$52,002.00
Create	115-001	0035	Planning Analyst III	$0.00	$52,002.00	$52,002.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

Funds available within department budget.

Attachments

fiscal
PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 04:59 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Diana Munoz Started On: 12/01/2015 01:56 PM
Final Approval Date: 12/11/2015

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52459

Summary of request/proposal:
DEPARTMENT OF BUDGET & MANAGEMENT (1100)-
Approval of the following personnel actions, effective 12/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Budget Clerk I	0015	113	31,518.00	0.00	(31,518.00)
1100	Planning Analyst I	0023	113	42,236.00	0.00	(42,236.00)
1100	Administrative Asst I	0032	113	24,929.00	0.00	(24,929.00)
1100	Budget Analyst III	0034	113	0.00	52,002.00	52,002.00
1100	Planning Analyst III	0035	113	0.00	52,002.00	52,002.00
				98,683.00	104,004.00	5,321.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-14-115-001-0-	113	DBM-BUDGET DIV-	REGULAR FULL TIME	$81.55
5-1100-415-14-115-001-0-	211	DBM-BUDGET DIV-	HEALTH INSURANCE	($90.85)
5-1100-415-14-115-001-0-	212	DBM-BUDGET DIV-	LIFE INSURANCE	($0.58)
5-1100-415-14-115-001-0-	220	DBM-BUDGET DIV-	FICA	$6.24
5-1100-415-14-115-001-0-	230	DBM-BUDGET DIV-	RETIREMENT	$8.67
5-1100-415-14-115-001-0-	250	DBM-BUDGET DIV-	UNEMPLOYMENT COMP	$0.49
5-1100-415-14-115-001-0-	260	DBM-BUDGET DIV-	WORKER'S COMP	$0.17
			2015 Budgetary Impact	$5.69

2016 Budgetary Impact: $127.50

Possible Funding Sources: Funds available within department budget.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DEPARTMENT OF BUDGET AND MANAGEMENT (115-001) DATE: 11/20/2015

CURRENT POSITION TITLE: BUDGET CLERK I CURRENT SLOT #: 0015

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 31,518.00	$ 0.00	$ (31,518.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

After review of the office operations a higher level position will support the needs of the department more efficiently.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11.19.2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/02/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DEPARTMENT OF BUDGET AND MANAGEMENT (115-001) DATE: 11/20/2015

CURRENT POSITION TITLE: PLANNING ANALYST I CURRENT SLOT #: 0023

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 42,236.00	$ 0.00	$ (42,236.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

After review of the office operations a higher level of Budget Analyst position will support the needs of the department more efficiently.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11.19.2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/02/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DEPARTMENT OF BUDGET AND MANAGEMENT (115-001) OT DATE: 11/20/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0032

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 24,929.00	$ 0.00	$ (24,929.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

After review of the office operations these level of this Administrative Assistant position is not needed .

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11.19.2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/02/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: DEPARTMENT OF BUDGET AND MANAGEMENT (115-001) DATE: 11/20/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 0034,0035

REQUESTED POSITION TITLE: BUDGET ANALYST III, Planning Analyst III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: 52,002 X 2

$ 0.00	$ 52,002.00	$ 104,004.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other FUNDING AVAILABLE FROM THE DELETION OF SLOTS 0015, 0023, 0032 & ~~0033~~.

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

After review of the office operations a higher level of Budget Analyst position & planning will support the needs of the department more efficiently.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	11.19.2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/02/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/09/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS' COURT APPROVAL	Date			

AI-52509 **Health & Human Services Dept.** **11. A.**

CC - REGULAR

Meeting Date: 12/15/2015

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

BACKGROUND

09/27/2011 - AI-28729 - Creation of the Hidalgo County Health & Human Services Drug & Alcohol Abuse Advisory Commission.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Chp 465

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:16 PM
Glinda Pacheco	Glinda Pacheco	12/04/2015 01:55 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Mike Escaname Started On: 12/03/2015 03:19 PM

Final Approval Date: 12/11/2015

HEALTH AND SAFETY CODE

TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES

SUBTITLE B. ALCOHOL AND SUBSTANCE ABUSE PROGRAMS

CHAPTER 465. LOCAL DRUG AND ALCOHOL EDUCATION PROGRAMS

Sec. 465.001. COMMISSION. A municipality or county may create and support with public funds a commission to:

(1) educate the public on drug and alcohol abuse;

(2) promote drug and alcohol education at all levels of the schools;

(3) study the effectiveness of efforts, including the commission's efforts, in reducing drug and alcohol abuse; and

(4) create and administer a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.002. INDIVIDUAL OR JOINT ACTION. The municipality or county may create the commission by its own action or jointly by agreement with another municipality or county or a private foundation, nonprofit organization, church, or other entity. If the commission is created by agreement, all matters regarding the creation and operation of the commission are governed as provided by the agreement.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.003. REPORT. The commission shall report annually to each entity that participates in the creation of the commission regarding the commission's activities.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

John Austin Pena Primary Care & Substance Abuse Treatment Facility
University of Texas-Rio Grande Valley (UTRGV)
2015 Annual Report

Direct Care

-A total of 104 patients were seen at the John Austin Pena Primary & Substance Abuse Clinic

Community Outreach

-Participated and collaborated with local community partners throughout Hidalgo County—which include, but are not limited to: Hidalgo County Health Clinics; School Districts (Weslaco, McAllen, Edinburg, PSJA, Alamo, & Donna); Juvenile Justice (Weslaco Boot Camp); Parents & Self Referrals.

-Total encounters (July-October): 1916*

-Total Health Fairs (July-October): 260*

**Refer to Table*

Encounters	July	August	September	October	Totals
JAPMC (Edinburg)	165	94	114	199	572
Edinburg ISD	2	4	70	250	326
Christian Life Church (Edinburg)	100	0	106	0	206
CESS (Synthetic Drug Use) (Edinburg)	0	0	190	0	190
Mission ISD	0	0	0	20	20
McAllen ISD	10	10	51	11	82
Regional School for Deaf (McAllen ISD)	0	0	0	5	5
PSJA ISD (Pharr)	2	1	0	0	3
Donna ISD	1	1	100	2	104
Weslaco ISD	1	0	2	20	23
Weslaco Boot Camp (Juvenile Justice)	0	0	0	95	95
Indian Hills Colonia (Mercedes)	65	85	90	50	290
					1916
Health Fairs					
Location	**July**	**August**	**September**	**October**	**Totals**
PSJA ISD (North Pharr)	0	40	0	0	40
PSJA ISD (Alamo)	0	50	0	0	50
San Juan Community Center	0	0	100	0	100
Methodist (Edinburg)	0	20	0	0	20
Christian Life Church (Edinburg)	50	0	0	0	50
					260

AI-52506 **Health & Human Services Dept.** **11. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Presentation of Walk Across Texas - Challenge No. 5.

BACKGROUND

Walk Across Texas! is a FREE, 8 week program designed to help Texans establish the habit of regular physical activity. Since 1996, thousands of Texans have participated in Walk Across Texas!

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:16 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Dairen Sarmiento Started On: 12/03/2015 02:48 PM

Final Approval Date: 12/11/2015

AI-52490 **Health & Human Services Dept.** **11. C.**

CC - REGULAR

Meeting Date: 12/15/2015

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Administration (1293):
Requesting approval to appropriate the Health Administration budget in the amount of $150,000.00 for the period of 01/01/2016 to 12/31/2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds for this budget are available in Fund 1293 fund balance pending carry over into 2016. Reference account #5-1293-258-00-000-000-0-000.

Attachments

Budget Appropriation
Salary Schedule Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 01:43 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Mike Escaname		Started On: 12/02/2015 04:31 PM
Final Approval Date: 12/11/2015		

DATE: January 01, 2016

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 6-1293-441-00-340-005-0-XXX Health Adm Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
6-1293-441-00-340-005-0-113	H.D. ADM-REG F/T EMPLOYEES	$ 29,900.00
Fringes		
6-1293-441-00-340-005-0-211	H.D. ADM-HEALTH INSURANCE	$ 4,525.00
6-1293-441-00-340-005-0-212	H.D. ADM-LIFE INSURANCE	$ 350.00
6-1293-441-00-340-005-0-220	H.D. ADM-FICA	$ 2,500.00
6-1293-441-00-340-005-0-230	H.D. ADM-RETIREMENT	$ 3,200.00
6-1293-441-00-340-005-0-250	H.D. ADM-UNEMPLOYMENT COMP	$ 300.00
6-1293-441-00-340-005-0-260	H.D. ADM-WORKERS COMP	$ 300.00
Travel		
6-1293-441-00-340-005-0-581	H.D. ADM-TRAVEL IN-COUNTY	$ 1,000.00
6-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUNTY	$ 15,000.00
Supplies		
6-1293-441-00-340-005-0-610	H.D. ADM-GENERAL SUPPLIES	$ 27,425.00
6-1293-441-00-340-005-0-660	H.D. ADM-FURNITURE & EQUIPMENT CONTRO	$ 5,000.00
Other		
6-1293-441-00-340-005-0-430	H.D. ADM-REPAIR & MAINTENANCE SERVICES	$ 30,000.00
6-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	$ 7,500.00
6-1293-441-00-340-005-0-752	H.D. ADM-VEHICLES	$ 20,000.00
6-1293-441-00-340-005-0-810	H.D. ADM-DUES & MEMBERSHIPS	$ 1,000.00
6-1293-441-00-340-005-0-811	H.D. ADM-LICENSES & PERMITS	$ 2,000.00
	TOTAL APPROPRIATION	$ 150,000.00
	TOTAL APPROPRIATION	$ 150,000.00

REASON: To appropriate the 2016 Health Adm Program Income Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Hidalgo County Health & Human Services Department
2016 Health Administration Program Income Funding
Salary Schedule
January 1, 2016 through December 31, 2016

For Budgeting Purposes Only

6-1293-441-00-340-005-0-xxx

				Distribution										Insurance	
Slot #	Position Title	Budgeted Salary	Salary with 3% COLA	340-003	%	340-005	%	340-008	%	340-011	%	340-012	%	Health Ins.	Life Ins.
G002	TX Vaccines Manager	41,280.00	42,518.40		-	2,978.76	0.07	-	-	-	-	39,539.64	0.93	445.08	32.52
0003	Registered Nurse IV	61,155.00	62,989.65	61,015.14	0.97	1,974.51	0.03	-	-	-	-	-	-	199.15	14.55
G004	Lic. Voc. Nurse III	48,149.00	49,593.47	10,250.56	0.21	1,874.60	0.04	-	-	37,468.31	0.76	-	-	240.14	17.55
G005	Lic. Voc. Nurse III	48,149.00	49,593.47	10,250.56	0.21	1,874.60	0.04	-	-	37,468.31	0.76	-	-	240.14	17.55
G006	Lic. Voc. Nurse III	48,149.00	49,593.47	10,251.59	0.21	1,873.57	0.04	37,468.31	0.76		-	-	-	240.01	17.54
G007	Lic. Voc. Nurse III	48,149.00	49,593.47	15,076.11	0.30	1,640.79	0.03	-	-	32,876.57	0.66	-	-	210.19	15.36
G008	Lic. Voc. Nurse II	44,795.00	46,138.85	14,707.37	0.32	1,497.62	0.03	-	-	-	-	29,933.86	0.65	206.21	15.07
G009	Lic. Voc. Nurse II	41,280.00	42,518.40	11,086.92	0.26	1,497.62	0.04	-	-	-	-	29,933.86	0.70	223.77	16.35
G010	Lic. Voc. Nurse II	44,795.00	46,138.85	14,707.37	0.32	1,497.62	0.03	-	-	-	-	29,933.86	0.65	206.21	15.07
G012	Outreach Specialist I	27,015.00	27,825.45	1,835.46	0.07	1,237.03	0.05	24,752.96	0.89	-	-	-	-	282.44	20.64
G013	Outreach Specialist I	26,614.00	27,412.42	2,202.14	0.08	1,202.01	0.05	-	-	24,008.27	0.88	-	-	278.58	20.36
G014	Asst. TB Rcrd Mngr	25,819.00	26,593.57	1,759.24	0.07	1,180.38	0.05	-	-	23,653.95	0.89	-	-	281.99	20.61
G015	Community Srv Aide	28,094.00	28,936.82	751.90	0.03	1,088.71	0.04	-	-	-	-	27,096.21	0.94	239.02	17.47
G016	Community Srv Aide	30,062.00	30,963.86	803.40	0.03	1,165.96	0.04	-	-	-	-	28,994.50	0.94	239.23	17.48
G017	Outreach Specialist I	24,087.00	24,809.61	558.26	0.02	37.08	0.00	-	-	24,214.27	0.98	-	-	9.50	0.69
G018	Outreach Specialist II	30,062.00	30,963.86	9,527.50	0.31	1,021.76	0.03	-	-	20,414.60	0.66	-	-	209.64	15.32
G019	Outreach Specialist I	26,614.00	27,412.42	8,466.60	0.31	900.22	0.03	-	-	18,045.60	0.66	-	-	208.63	15.25
G020	Outreach Specialist I	25,105.00	25,858.15	11,895.47	0.46	15.45	0.00	-	-	13,947.23	0.54	-	-	3.80	0.28
G022	Registered Nurse V	65,507.00	67,472.21	65,593.49	0.97	1,878.72	0.03	-	-	-	-	-	-	176.90	12.93
G023	EMR / Database System	57,000.00	58,710.00	55,274.95	0.94	3,435.05	0.06	-	-	-	-	-	-	371.71	27.16
	Total Gross Salary - >	791,880.00	815,636.40			**29,872.06**								**4,512.32**	**329.73**
						4,512.32	Health Insurance								
						329.73	Life Insurance								
				7.65%		**2,285.21**	FICA								
				10.56%		**3,154.49**	Retirement								
				1.00%		**298.72**	Unemployment Comp								
				0.0094%		**280.80**	Worker's Comp								
						40,733.34									

($514.00 / month per employee prorated based on %)
($37.56 / year per employee prorated based on %)

Budget & Management Salary Schedule

Sal Schedule

2016 Fringe & Comp Rates ---------->

2016 Rates

Prepared by:
Health Human Services Dept. 12/04/2015

AI-52468 **Health & Human Services Dept.** **11. D.**

CC - REGULAR

Meeting Date: 12/15/2015

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to continue the provision of the Tuberculosis Prevention and Control Federal program beyond December 31, 2015 pending receipt of the FY 16 grant contract that will include an effective date of January 1, 2016.
2. Requesting approval to continue payroll for employees under the Tuberculosis Prevention and Control Federal program beyond December 31, 2015 pending receipt of the FY 16 grant contract that will include an effective date of January 1, 2016.

BACKGROUND

09/01/2015 - AI-51080 - Approval to submit renewal grant application for FY 16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1293-441-00-340-011-6-XXX

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

BUDGETARY IMPACT:

Grant award requires a 20% match. Local match has been reserved. Reference account #5-1100-491-01-000-293-6-891.

Additional amount of $30,460.00 will be transferred in once County budget for 2016 is appropriated.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 10:47 AM
Manuel Chapa	Manuel Chapa	12/02/2015 03:42 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Mike Escaname		Started On: 12/02/2015 10:30 AM
Final Approval Date: 12/11/2015		

From: "Sharp,Kathy (DSHS)" <Kathy.Sharp@dshs.state.tx.us>
To: "Eddie.Olivarez@hchd.org" <Eddie.Olivarez@hchd.org>
Cc: "Mike Escaname (miguel.escaname@hchd.org)" <miguel.escaname@hchd.org>, "Lewis,Cynthia (DSHS)" <Cynthia.Lewis@dshs.state.tx.us>, "Morris,SandraA (DSHS)" <SandraA.Morris@dshs.state.tx.us>, "Sharp,Kathy (DSHS)" <Kathy.Sharp@dshs.state.tx.us>, "Hobbs,Sylvia (DSHS)" <Sylvia.Hobbs@dshs.state.tx.us>
Subject: FY16 TB/FED Allocation (Hidalgo)
Date: 7/21/2015 5:40:24 PM

Good Afternoon Mr. Olivarez,

The Texas Department of State Health Services, Tuberculosis (TB) Services Branch, is initiating the contract application process for fiscal year (FY) 2016 for TB. The award is for the period January 1, 2016 through December 31, 2016. At this time we are requesting a one year detailed budget. At a later date DSHS will send a request for the full Inter-local Application for TB. The deadline for the budget submission is Tuesday, July 28, 2015. We apologize for the short turn around but this is due to the deadline imposed by CDC to DSHS.

The FY2016 budget allocation is 437,771. Contractor shall provide a match of no less than 20% of the DSHS share of the total budget which is $87,554.

Please submit via email to Kathy Sharp at the email address noted below.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Disease Control and Prevention Services, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

AI-52342 **Health & Human Services Dept.** **11. E.**

CC - REGULAR

Meeting Date: 12/15/2015

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between Texas A & M Engineering Extension Service and FY 16 & FY 17 Hidalgo County Health & Human Services Training Support. The purpose of the MOU is to have both parties work cooperatively to facilitate conference / seminar delivery during term with Certified Continuing Education Units provision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

MOU

Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2015 09:38 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Mike Escaname Started On: 11/20/2015 09:08 AM

Final Approval Date: 12/11/2015

Conference/Seminar Delivery
MEMORANDUM OF UNDERSTANDING
(MOU)

This Memorandum of Understanding (MOU) is entered into by and between the Texas A&M Engineering Extension Service (TEEX) and FY16 & FY17 Hidalgo County Health & Human Services Training Support for the following effort:

Course #:	Conference/Seminar Name:	Course Dates:	
XTN048	FY16 & FY17 Hidalgo County Health & Human Services Training Support	FY16 9/1/15-8/31/16	FY17 9/1/16-8/31/17

I. STATEMENT OF WORK: Both parties agree to work cooperatively to facilitate the above Conference/Seminar Delivery.

II. RESPONSIBILITIES:

A. **Conference/Seminar Planning**

1. TEEX will work cooperatively with officials of the Conference/Seminar Delivery to approve and schedule a minimum of 60 days prior to the Conference/Seminar deliveries.
2. A request and MOU must be completed each time the Agency would like to instruct a Conference/Seminar Delivery.
3. Upon request approval, a TEEX course approval number will be issued to the hosting agency.
4. TEEX will not support any Conference/Seminar Delivery that choose not to request and plan within the specified time or does not abide by the agreements within this MOU.
5. TEEX Liaison will maintain the right to refuse or suspend current and/or future Conference/Seminar Deliveries.

B. **Conference/Seminar Delivery Advertising**

1. Agencies may advertise.

C. **Conference/Seminar Delivery Operations**

1. TEEX may choose to assign a TEEX staff member to serve as additional liaison for the Conference/Seminar Deliveries. TEEX will evaluate each Conference/Seminar Delivery course on a case by case basis.
2. Agency granted approval to conduct a Conference/Seminar Delivery may charge a fee for the Conference/Seminar. Agencies must work to ensure that all parties understand that TEEX has no affiliation with any/all fees charged. Fee structure must be discussed with the TEEX Liaison.
3. TEEX will print and issue certificates to all students and instructors who successfully attend the conference/seminar. Certificates may be printed onsite or mailed to the Agency host official that requested the Conference/Seminar Delivery. The Agency Official will be responsible to insure students receive their certificates.
4. TEEX at its discretion may alter, suspend or terminate any operation that is determined to be detrimental or in direct violation of any TEEX or TAMUS guideline, procedure, process or for any act not considered within generally accepted practices and principles of the Fire/Rescue Service.
5. TEEX will require all local safety regulations to be adhered to.
6. TEEX may inspect the location of all Conference/Seminar Deliveries and document any deficiency's that must be repaired or replaced prior to the course start date.
7. TEEX will monitor course deliveries as appropriate.
8. All participants are required to fill out TEEX registration forms or provide TEEX a list of participants with the required participant information. Agency Officials will be responsible to insure forms are filled out correctly and legible.
9. TEEX requires students sign in each morning and afternoon session on the TEEX sign in sheet or provide TEEX with a list of students that attended each session.

III. TERMS OF AGREEMENT: This MOU shall begin as of the date of the last signature, and terminate 10 days from the Conference/Seminar Delivery end date, unless terminated by either party. Both parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objective of the project cannot be accomplished. A party wishing to terminate this MOU must notify the other party in writing fifteen (15) days in advance. No monetary payment is due under this Agreement.

If this Agreement is not signed by all parties and returned to both parties within 60 days of date of the first signature below, then this Agreement will be null and void and of no further effect.

IV. GOVERNING LAW: The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS Memorandum Of Understanding.

For the Customer:		Texas A&M Engineering Extension Service:	
By:		By:	Mike Wisby
Name:		Name:	**Robert Moore or designee**
Title:		Title:	**Division Director or Associate Division Director**
Date:		Date:	10/27/2015

Reviewed by ESTI Business Office

Mike Escaname

From: Nancy Trevino <nancy.trevino@hchd.org>
Sent: Thursday, November 19, 2015 9:33 AM
To: mike.escaname@hchd.org; Eva Rubio
Subject: FW: TEEX MOU Hidalgo Co. Health & Human Services Training Support
Attachments: 2016 Hidalgo County HHS - signed to Dalla and Harvie.pdf

Importance: High

Mike, Could you please set this TEEX MOU up for Commissioner's Court.
Nancy

Ms. Trevino,

Thank you for your inquiry. Our office received and reviewed the TEEX Conference/Seminar MOU. At this time our office approves as to the form of the agreement.

Should you have any additional questions, please let me know.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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

From: Nancy Trevino [mailto:nancy.trevino@hchd.org]
Sent: Thursday, November 19, 2015 9:03 AM
To: Victor Garza
Cc: Dallas Renfrew; 'Harvie.Cheshire@teex.tamu.edu'; Eddie Olivarez; Eva Rubio
Subject: FW: TEEX MOU Hidalgo Co. Health & Human Services Training Support

Mr. Garza,
I received a call from our TEEX Training Director in regards to the MOU.

AI-52561 **Health & Human Services Dept.** **11. F. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration and approval to draw down funds for Demonstration Year 4 DSRIP (October Reporting) in the amount to be determined by HHSC instruction on 12/18/15 from the Local Provider Participation Fund (LPPF) with a settlement date of 1/4/16.

B. Approval of Certification of Revenues as certified by the County Auditor from the LPPF in the amount to be determined by HHSC instruction on 12/18/15.

C. Approval of 2015 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions on 12/18/15.

BACKGROUND

From: HHSC RAD UC Payments <RAD_UC_Payments@hhsc.state.tx.us>
Date: Friday, December 4, 2015 at 12:34 PM
To: Carlos <carlos@ahcv.com>
Subject: RE: Schedule

The DSRIP IGT will have a Settlement Date of 1/4/16, the IGT notification will be sent out on 12/18/15.

Thank you,

Rhonda Hites

Rhonda Hites
Rate Analyst
Texas Health and Human Services Commission
P.O.Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030
(512) 707-6068

(512) 730-7475 fax
rhonda.hites@hhsc.state.tx.us

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1258-444-00-240-006-3-843

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

BUDGETARY IMPACT:

5-1258-355-20-240-00X-0-000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:55 AM
Manuel Chapa	Manuel Chapa	12/11/2015 02:41 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Dairen Sarmiento		Started On: 12/07/2015 12:00 PM
Final Approval Date: 12/11/2015		

AI-52598 **Adult Probation** **12. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $12,066.00
2. Approval of appropriation of the DWI program income (GPI) in the total amount of $12,066.

BACKGROUND

The GPI from September 2015-November 2015 is equal to $12,066.00

September is equal to $4,338.00
October is equal to $4,682.00
November is equal to $3,046.00

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** See Below

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

BUDGETARY IMPACT:

ACCOUNT FISCAL YEAR: 6
ACCOUNT CALENDAR YEAR: 5
GRANT FISCAL YEAR: 2016

The GPI from September 2015 - November 2015 is equal to $12,066.00

See attached copy of appropriation of funds.

5-1289-423-00-320-032-6-XXX DWI CRT - EXPENDITURE ACCT.

5-1289-342-30-320-032-6-000 DWI CRT - REVENUES.

Attachments

DWI revenues
DWI Alio revenues
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 04:14 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Maria Castilleja Started On: 12/09/2015 10:32 AM
Final Approval Date: 12/11/2015

FY 2016 PRETRIAL DWI COURT FEES
$32,000 TOTAL PROJECTED

MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	15	$2,500.00	$4,338.00	$1,838.00
OCT	15	$2,500.00	$4,682.00	$2,182.00
NOV	15	$2,500.00	$3,046.00	$546.00
DEC	15	$2,500.00	$0.00	$0.00
JAN	16	$2,500.00	$0.00	$0.00
FEB	16	$2,500.00	$0.00	$0.00
MAR	16	$2,500.00	$0.00	$0.00
APR	16	$2,500.00	$0.00	$0.00
MAY	16	$2,500.00	$0.00	$0.00
JUN	16	$2,500.00	$0.00	$0.00
JUL	16	$2,500.00	$0.00	$0.00
AUG	16	$2,500.00	$0.00	$0.00
TOTAL		$30,000.00	$12,066.00	$4,566.00

Account No/Description				Budget	Amount	Receivable	Percent
5-1289-342-30-320-032-6-000 DWI COURT-REVENUES							
			* Beginning Balance	.00	.00	.00	.0
* Receipts							
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION			
11/09/15	192244	15004150	ADULT PROBATION DEPT. 11/03/1	PRE-TRIAL DWI FEE	4,682.00		
12/08/15	193130	15004605	ADULT PROBATION 12/04/15	PRE-TRIAL DWI FEE	3,046.00		
				Total:		7,728.00	
* Journal Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
10/28/15	JE154312	15003938	PRT RCL A191387 FY15 TO FY16		4,338.00		
				Total:		4,338.00	
			* Ending Balance		.00	12,066.00	-12,066.00	.0

DATE: December 9, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	032-	6-	113		DWI Court-	Full-Time Employees	10,150.00
5-1289-423-00-320-	032-	6-	220		DWI Court-	FICA	776.48
5-1289-423-00-320-	032-	6-	230		DWI Court-	Retirement	1,078.62
5-1289-423-00-320-	032-	6-	250		DWI Court-	Unemployment Compensation	60.90
TOTAL APPROPRIATION							**12,066.00**
5-1289-342-30-320-	032-	6-	000		DWI Court-Revenues		12,066.00
TOTAL REVENUES							**12,066.00**

REASON:

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 9/1/2015-11/30/2015.
The total GPI is equal to $12066.00.

Arnold K. Patrick, Director — Date
Hidalgo County CSCD

Ray Eufracio, CPA — Date

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 10, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $12,066.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2016. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/10/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-52598 **Adult Probation 22. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $12,066.00
2. Approval of appropriation of the DWI program income (GPI) in the total amount of $12,066.

BACKGROUND

The GPI from September 2015-November 2015 is equal to $12,066.00

September is equal to $4,338.00
October is equal to $4,682.00
November is equal to $3,046.00

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** See Below

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

BUDGETARY IMPACT:

ACCOUNT FISCAL YEAR: 6
ACCOUNT CALENDAR YEAR: 5
GRANT FISCAL YEAR: 2016

The GPI from September 2015 - November 2015 is equal to $12,066.00

See attached copy of appropriation of funds.

5-1289-423-00-320-032-6-XXX DWI CRT - EXPENDITURE ACCT.

5-1289-342-30-320-032-6-000 DWI CRT - REVENUES.

Attachments

DWI revenues
DWI Alio revenues
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 04:14 PM
Auditor's Office		
Purchasing Department		
Form Started By: Maria Castilleja		Started On: 12/09/2015 10:32 AM

Rossana Schettino

From: Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
Sent: Wednesday, December 09, 2015 11:01 AM
To: Rossana Schettino
Cc: Deborah Fischer
Subject: DWI Grant AI-52598
Attachments: OneTouch Dec 09, 2015 (1).PDF

Please certify the revenues for the DWI grant.

Rosario Ramirez-Castilleja
Hidalgo County CSCD
Accountant
P.O. Box 970
Edinburg, TX 78540
956.587.6009
Fax 956.318.2488

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Hidalgo County

Revenue Detail By Account

Account No/Description				Budget	Amount	Receivable	Percent
5-1289-342-30-320-032-6-000 DWI COURT-REVENUES							
			* Beginning Balance	.00	.00	.00	.0
* Receipts							
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION			
11/09/15	192244	15004150	ADULT PROBATION DEPT. 11/03/1	PRE-TRIAL DWI FEE	4,682.00	Oct.	
12/08/15	193130	15004605	ADULT PROBATION 12/04/15	PRE-TRIAL DWI FEE	3,046.00	Nov.	
				Total:	7,728.00		
* Journal Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
10/28/15	JE154312	15003938	PRT RCL A191387 FY15 TO FY16		4,338.00	Sept.	
				Total:	4,338.00		
			* Ending Balance	.00	12,066.00	-12,066.00	.0

DATE: December 9, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-032-6-113	DWI Court-	Full-Time Employees	10,150.00
5-1289-423-00-320-032-6-220	DWI Court-	FICA	776.48
5-1289-423-00-320-032-6-230	DWI Court-	Retirement	1,078.62
5-1289-423-00-320-032-6-250	DWI Court-	Unemployment Compensation	60.90
TOTAL APPROPRIATION			**12,066.00**
5-1289-342-30-320-032-6-000	DWI Court-Revenues		12,066.00
TOTAL REVENUES			**12,066.00**

REASON:

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 9/1/2015-11/30/2015.
The total GPI is equal to $12066.00.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

AI-52558 **Community Service Agency** **13. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Public Hearing regarding 2016 CSBG Budget and Service Delivery Plan.

2. Discussion, consideration and possible action regarding the 2016 CSBG Budget and Service Delivery Plan.

BACKGROUND

Fiscal Impact

Attachments

Service Delivery Plan
CSBG Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:53 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 12/07/2015 11:13 AM

Final Approval Date: 12/11/2015

County of Hidalgo Community Service
Comprehensive Energy Assistance Program
PY16 Service Delivery Plan

1) County of Hidalgo CSA will use the requirements of the Texas Public Utility Commission Substantive Rule 25.483(j) for declaring a weather-related crisis. "Extreme weather conditions", as referred to in 10 TAC 5.423 shall mean a day when:
   i. The previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours anywhere in the county, according to the nearest National Weather Service (NWS) reports; or
   ii. the NWS issues a heat advisory for a county, or when such advisory has been issued on any one of the preceding two calendar days in a county.

   County of Hidalgo CSA will maintain on-site documentation of NWS reports supporting the declaration of a weather-related crisis in the service area.

2) Provide the latest Census data for the priority groups throughout your service area. Priority groups must include the elderly, disabled individuals, and households with children under the age of six.

   According to the US Census American FactFinder website, the estimated population for Hidalgo County was 782,134 persons. The site also estimates the number of persons in each of the following "vulnerable" categories:

Segment of Population	# of Persons
Elderly (65 years plus)	74,414
Disabled	107,531
Children under 6	92,866

3) Using the Census data provided in response to question 2, provide a brief description of your agency's prioritization process for eligible CEAP applicants. Eligibility for PY16 contracts will be increased to 150% of Federal Poverty Income Guidelines. Priority is granted to households based on indicators such as poverty level, energy burden and use, and the presence of vulnerable household members. Energy burden is to be awarded the highest point value in the prioritization process. Include a copy of your agency's Priority Rating Sheet.

   Eligibility Workers/ Client Specialists will document and prioritize applications during the intake process. Energy burden will be awarded the highest point value, with vulnerable household

members (elderly, disabled, children 5 or under) awarded the next highest point value. (see scoring sheet)

4) Provide an analysis for determining how your agency plans to equitable deliver service based upon poverty population per county or within your county. Include information on location of main office, service centers, outreach centers, and/or how you will provide services to those who do not have an office or center.

HCCSA currently utilizes one main office and three satellite offices for the provision of services across Hidalgo County. In addition, two other satellites are in the planning stages. The agency will utilize a variable schedule approach to ensure that services are available to all residents of the county. Plans are also being developed for "temporary" locations (2 week or so) in pre-determined, isolated locations of the county.

Residents who are not able to apply in person are afforded the opportunity to access the application on-line at the agency website and upload the application and pertinent documents to an agency mailbox. Residents who cannot access the internet and cannot reach a satellite location may be served in the comfort of their own home.

Finally, transportation vouchers are provided to those residents who can access public transportation but cannot afford bus fare. This is accomplished via an agreement with Valley Metro Transportation Service and United Way of South Texas. Bus route #15 includes a stop in front of the main HCCSA office in Edinburg.

The following chart details our office locations:

Hidalgo County service centers:

Location	Days and hours of Operation
Edinburg (2524 N. Closner)	5 days per week
Mission (2401 N. Moorefield)	3 days per week
McAllen (2100 Fir Avenue)	2 days per week
San Juan (509 E. Earling Rd.)	2 days per week
Alamo (1429 S. Tower)	Seasonal
Elsa (708 E. Edinburg Ave)	Seasonal
Weslaco	To be determined

Mail in applications will be accepted, as well as home visits to those who are unable to leave their homes.

5) Provide a brief description of your agency's determination process for the number of assistance payments per household. Include a copy of the form used for payments determination.

Income qualified households that include at least one member that is Elderly, a Person with Disability or a child age 5 or younger (vulnerable populace) may receive benefits to cover up to 100% of the eight highest remaining bills, not to exceed their maximum benefit allowance. Households that do not contain a vulnerable member may receive benefits to cover up to 100% of the 6 highest remaining bills, not to exceed their maximum benefit allowance.
First payment may include 100% of utility bill including arrears.

6) As required by Assurance 16 of the LIHEAP statue, describe how you use LIHEAP funds to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. Please include all needs assessment, counseling, and client education activities.

Client service specialist will conduct a needs assessment and provide budget and energy conservation materials after intake. Client service specialist will provide energy vendor assistance and refer clients to appropriate programs, as needed. Applications will be provided in both English and Spanish.

7) Provide the number of CEAP case managers (full time and part time) and provide the estimated number of cases each Case Manager will be assigned per day.

County of Hidalgo CSA has 9 client service workers, each of whom will be assigned 6-8 cases/day.

Hidalgo County Community Service Agency
PRIORITY RATING SHEET

Client Name:_____ **Case #**_____

Category	POINTS	TOTAL
Elderly (60 or Older)	5	_____
~~Disabled (Documented Proof)~~	5	_____
Children 5 Years of Age and Under	5	_____

*** **Households with highest priority will be seen first** ***

Poverty Level

0% - 50% Federal Guideline *	5	_____
51% -75% Federal Guideline *	4	_____
76% -100% Federal Guideline *	3	_____
101% - 125% Federal Guideline *	2	_____
126% - 150% Federal Guideline *	1	_____

Energy Burden

_____ **divided by** _____ = _____ **%**

Consumption usage | Annual income/resource* | Energy Burden

50% - 100%	5	
40% - 49%	4	
30% - 39%	3	
20% - 29%	2	
10% - 19%	1	
1% - 9%	0	_____

***Note: If income/resources is zero, award only 1 point.**

Points Total _____

Utility Assistance Component

Vulnerable Group	_____
Non-Vulnerable Group	_____

EW Signature:_____ Date:_____ Hist Req Date:_____

TIPS ON HOW TO SAVE MONEY ON UTILITIES

Applicant's Name_____

NO COST TIPS

SAVINGS PER YEAR

- Turn water heater down to 120°F (49°C) $27
- Clean refrigerator coils
- Set refrigerator to 36°-38°F (2 - 3°C).....$11
- Set freeze to a 0°- 5°F (-18° - 15°C).....
- Keep refrigerator / freezer full (water).....
- Unplug major appliances when not in use.....$64
- Turn off water while shaving or brushing teeth
  Use cold water to wash and wash full loads $46
- Use the right size pot/ pan on the stove burner
- Do not preheat your oven except for baking
- Cover pots/ pans when cooking

SUMMER TIPS

- Raise thermostat up 5 degrees at night (78°F/day, 83°F/night) $149*
- Raise thermostat up 5 degrees when leaving for 4 hours or more.....
- Turn off furnace pilot light .....
- Close curtains on the sunny sides of the home
- Open windows on the cool sides of the home
- Wear loose light colored clothing
- Use fans to circulate air in the home

WINTER TIPS

- Turn thermostat down 10 degrees at night (68°F/day, 58°F/night)* .....
- Turn thermostat down 10 degrees when leaving for 4 hours or more*.....
- Keep curtains open on the south side of the house during the day
- Keep curtains closed on north windows
- Remove screens from south windows
- Dress in layers of clothing

LOW COST TIPS

- Install low flow shower heads and aerators on faucets $39
- Insulate water heater.....
- Replace the central unit filter monthly during summer and winter.....$25
- Replace light bulbs with compact fluorescent bulbs.....$20
- Insulate electrical outlets and switches
- Caulk in the inside of windows and doors
- Insulate/caulk all pipe penetrations in the wall and ceilings
- Purchase a water saving toilet or use dams
- Make a draft dodger for use on doors and windows

TOTAL YEARLY SAVINGS.....$381

☐ Energy Conservation Calendar Provided

_____ _____

Client Signature Date

2014

2016 AVERAGE ELECTRIC CONSUMPTION

HOUSEHOLD OF 1

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH
976	892	709	635	742	947	1098	1116	1146	899	747	686

HOUSEHOLD OF 2-3

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH
1226	1008	988	931	1123	1388	1540	1520	1613	1179	1027	918

HOUSEHOLD OF 4-5

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH
1648	1589	1371	1097	1253	1625	1834	1996	1867	1497	1348	1304

HOUSEHOLD OF 6-7

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH
1483	1387	1242	1176	1374	1734	2007	2132	2108	1825	1466	1224

HOUSEHOLD OF 8 OR MORE

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH	KwH
1905	1829	1610	1512	1649	2038	2366	2524	2494	2126	1840	1453

Consejos de eficiencia energética

En TXU Energy, una de nuestras prioridades es educar a los consumidores sobre maneras de reducir el consumo de energía y los costos de electricidad. Si usted está buscando maneras de ser más eficiente en energía, ¡tenemos consejos para cada electrodoméstico, cada estación del año y cada parte de su hogar!

Consejos de calefacción y aire acondicionado

Sorprendentemente, casi la mitad de su consumo de energía se va en calefacción y aire acondicionado para su hogar. Afortunadamente, hay muchas maneras de reducir su consumo, incluyendo: uso de material aislante, sellado contra fugas de aire, termostatos programables y más.

Mantenga afinado su sistema HVAC - Para asegurar una eficiencia energética de su calefacción y aire acondicionado en su hogar, cambie sus filtros por lo menos una vez cada tres meses, y más a menudo durante el invierno y el verano.

Use ventiladores de techo - Los ventiladores de techo son una gran manera de enfriar su hogar durante el verano y usan considerablemente menos energía que su unidad de aire acondicionado. También ayudan a mantener caliente su hogar en el invierno al hacer circular hacia abajo el calor que se eleva en la habitación.

Use calentadores y ventiladores portátiles - Su sistema HVAC está diseñado para calentar y enfriar todo su hogar. Sin embargo, algunos días usted pasa la mayoría del tiempo en una o dos habitaciones. Considere reducir la temperatura en su termostato y usar un calentador portátil durante el invierno; y aumentar la temperatura en su termostato y usar un ventilador portátil durante el verano.

Consejos para el calentador de agua

El agua caliente para las bañeras y las duchas es un lujo que muchos de nosotros disfrutamos. Sin embargo, el calentador de agua es el tercer gasto más grande en su hogar y representa alrededor del 12% de su factura de electricidad. Afortunadamente, hay varias maneras de reducir sus facturas sin sacrificar su comodidad.

Use menos agua - Una manera sencilla de ahorrar dinero es usando menos agua. Considere cambiar las cabezas de sus duchas. Algunas cabezas de duchas antiguas tienen flujos de 5.5 galones por minuto. Los modelos más nuevos gastan menos de la mitad de ese flujo, y lo dejan a usted igual de limpio.

Use menos calor - Además de usar menos agua, otro consejo para ahorrar energía es usar menos calor. Aunque los nuevos calentadores de agua a veces vienen de fábrica con temperaturas fijadas a 140°, si reduce la temperatura de su calentador de agua a 120° todavía puede ser confortable.

TXU energy

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Consejos de iluminación

Las lámparas interiores, al igual que las exteriores y las luces navideñas alrededor de su hogar pueden hacer que su vida sea más brillante y hermosa. También pueden ser muy costosas. La iluminación artificial consume casi el 10% de sus facturas anuales de electricidad. Sin embargo, usted no tiene que sacrificar su visibilidad y comodidad para ahorrar energía. Las opciones de iluminación y las estrategias de iluminación natural pueden ayudarle a ahorrar energía y dinero cuando se hacen bien.

Use la luz solar en su hogar - La iluminación natural es por mucho la manera más eficiente en energía y en costo de iluminación porque es gratis. Las ventanas que dan al norte y al sur le dan la mejor luz todo el año.

Use focos CFL y LED - Los focos CFL (luz compacta fluorescente, por sus siglas en inglés) requieren un 25-30% menos de energía que los focos incandescentes, y proporcionan la misma cantidad de iluminación. Los focos LED (diodos de emisión de luz, por sus siglas en inglés) ahorran energía al emitir luz solamente en una dirección, resultando en un foco más eficiente.

Reduzca la iluminación de fondo - Cuando sea posible, use lámparas de mesa, de piso o guías de luces en lugar de luces de techo para que usted pueda controlar y concentrar su iluminación. Esto le ahorrará energía y dinero al no iluminar áreas que no necesitan ser iluminadas.

Electrodomésticos – Refrigerador y congelador

Fije la temperatura correcta - Para ahorrar dinero en su factura de electricidad, mantenga la temperatura de su refrigerador entre 37-40° en la sección de alimentos frescos, y 5° en la sección del congelador.

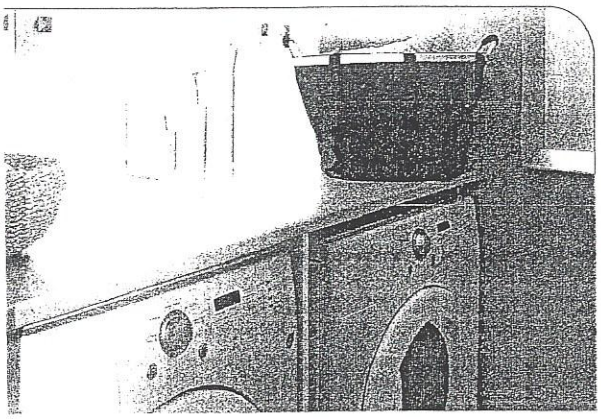
Limpie las bobinas cada mes - Su refrigerador enfría al transferir el calor del interior de la unidad al exterior por medio de las bobinas del condensador, pero si usted permite que el polvo se acumule sobre las bobinas, su unidad tiene que trabajar más. Use una aspiradora o una escoba para limpiar suavemente las bobinas cada mes.

Cierre la puerta - Trate de decidir lo que quiere de su refrigerador o congelador antes de abrir la puerta. Cada vez que la abre, la temperatura interior puede aumentar de 10° a 20°.
Cuando la puerta está abierta, se pierde el aire frío y la compresora tiene que trabajar más para enfriar de nuevo.

Electrodomésticos – Lavadora y secadora

Lave su ropa en agua tibia - Considere lavar toda su ropa en agua tibia o fría. El noventa por ciento de la energía usada en una lavadora de carga superior es en calentar el agua. Al cambiar la temperatura de lavado, usted puede reducir a la mitad su consumo de energía por cada carga.

Utilice su secadora inteligentemente - Utilice el sensor de humedad de su secadora para evitar secar de más su ropa. La ropa ligera requiere menos calor para secarse que la ropa más pesada, así que seque su ropa de acuerdo al peso. Revise su rejilla de ventilación regularmente y limpie su filtro de pelusa después de cada carga.



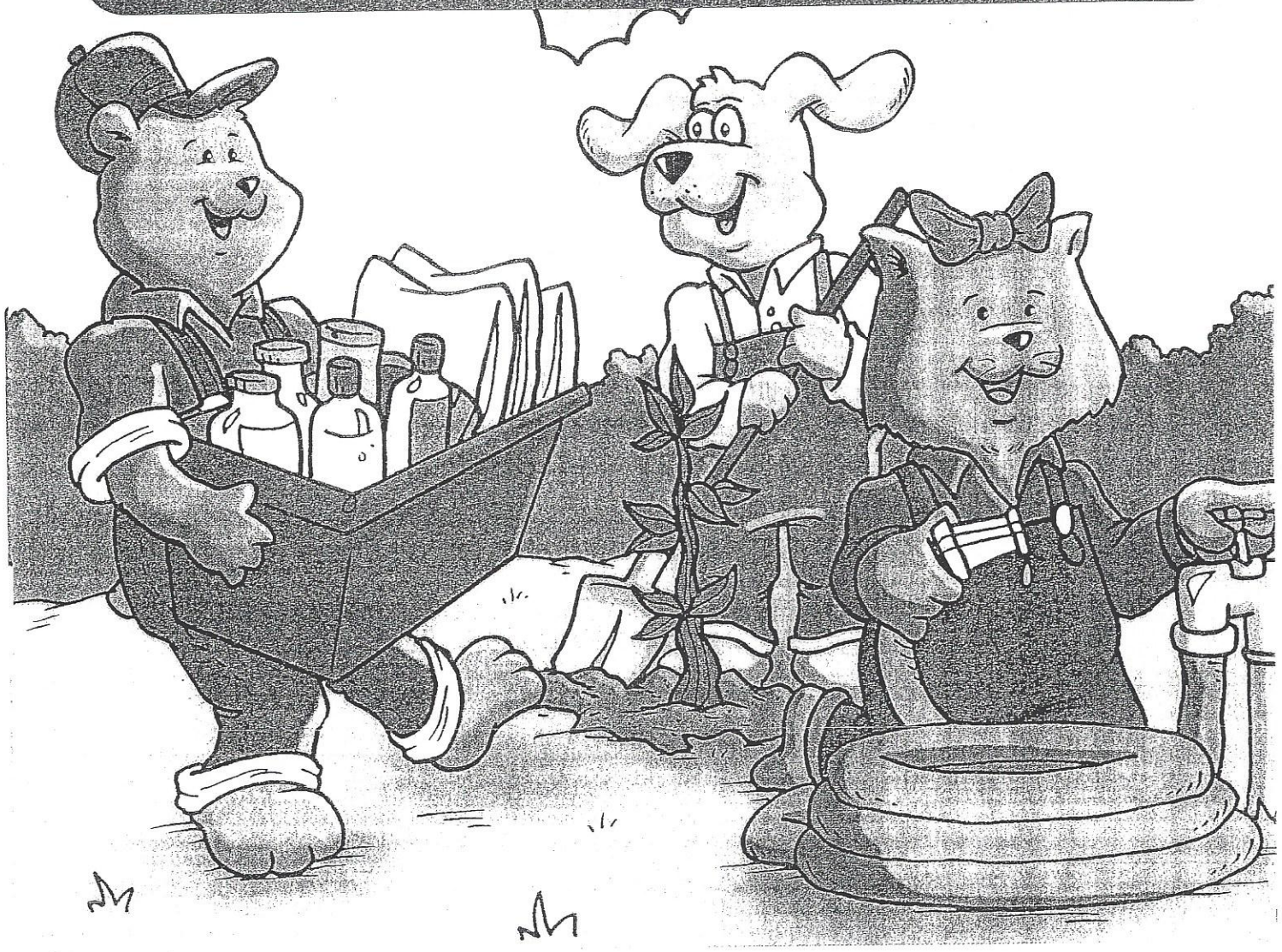
TXU energy

STOP LOOK & learn™

Ages 3+

Saving Energy & Water

An Educational Coloring & Activity Book



COUNTY OF HIDALGO
COMMUNITY SERVICE AGENCY
2524 N CLOSNER BLVD.
EDINBURG, TX 78541

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

Please enter the requested information into the yellow cells on each page and sign the Summary Page below

SUBRECIPIENT:	**Hidalgo County Community Service Agency**
Service Area:	
CSBG ALLOCATION:	**$ 1,589,572.00**

IMPORTANT! This "Summary Page" will self-populate as you complete each of the Budget Support Sheets (B1 - B6):

BUDGET CATEGORIES	AMOUNT
B.1 Personnel (Detailed on Budget Support Sheet B.1)	$ 698,545.00
B.2 Fringe Benefits (Detailed on Budget Support Sheet B.2)	$ 295,982.00
B.2 **Travel** (Detailed on Budget Support Sheet B.2)	$ 22,750.00
B.2 **Supplies** (Detailed on Budget Support Sheet B.2)	$ 21,000.00
B.3 Equipment (Detailed on Budget Support Sheet B.3)	$ 7,200.00
B.4 Contractual (Detailed on Budget Support Sheet B.4)	$ 13,200.00
B.5 Other (Detailed on Budget Support Sheet B.5)	$ 530,895.00
B.6 Indirect Costs (If the subrecipient has an approved Indirect Cost Rate Agreement? If "YES," enter detail on Budget Support Sheet B.6 **and submit the IDC Rate Agreement, including the document indicating the costs that are part of the rate.**	$ -
TOTAL BUDGET*	**$ 1,589,572.00**

"TOTAL BUDGET" must equal the "CSBG Allocation" above. Diff.:

Subrecipient Approval		
Signature of Preparer	*Printed Name*	*Date*
Signature of Approver	*Printed Name*	*Date*

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

BUDGET SUPPORT SHEET B.1

SUBRECIPIENT: Hidalgo County Community Service Agency

PERSONNEL

BUDGET CATEGORIES JOB TITLE (CSBG ONLY)	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
Executive Director	12	$ 92,700	75.0%	$ 69,525.00
Manager of Admin Operations	12	$ 61,800	60.0%	$ 37,080.00
Executive Secretary	12	$ 41,200	80.0%	$ 32,960.00
General Accounting Supervisor	12	$ 48,000	80.0%	$ 38,400.00
Case Study Manager (4)	12	$ 128,000	90.0%	$ 115,200.00
Pyroll Acct. Spec.	12	$ 40,000	80.0%	$ 32,000.00
Lead Acctng Specialist	12	$ 33,000	80.0%	$ 26,400.00
Finance clerk	12	$ 22,000	50.0%	$ 11,000.00
A/P Analyst	12	$ 35,000	80.0%	$ 28,000.00
A/P Specialist	12	$ 31,000	70.0%	$ 21,700.00
IT Security Engineer/ Systems Analyst	12	$ 49,000	60.0%	$ 29,400.00
EW I (3)	12	$ 87,000	40.0%	$ 34,800.00
EWII (9)	12	$ 270,000	20.0%	$ 54,000.00
Temp Clerk (4)	2	$ 20,800	10.0%	$ 2,080.00
Lead Data Entry Clerk	12	$ 32,000	60.0%	$ 19,200.00
CCFS Super	12	$ 40,000	60.0%	$ 24,000.00
Switchboard Operator	12	$ 22,000	50.0%	$ 11,000.00
Program Service Supervisor	12	$ 49,000	50.0%	$ 24,500.00
Ombudsperson	12	$ 40,000	40.0%	$ 16,000.00
EW III (2)	12	$ 84,000	35.0%	$ 29,400.00
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				$ -
				$ -
Sub-Total (CSBG ONLY):				**$ 656,645.00**
Sub-Total from tables 2 - 5 below (programs & positions CSBG supports):				**$ 41,900.00**
PAGE TOTAL				**$ 698,545.00**

Note: This "Page Total" must equal "Personnel" line item on the "Summary Page 1"

Scroll down to view tables 2 to 5 (if needed)!

CSBG Support for OTHER PROGRAM(S): List other program(s) & Job Titles being supported
(Please use separate attachment if more space is needed, and transfer the totals from the separate attachments to a line on any of the available pages below):

PROGRAM:	

BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
RSVP Project Director	2	$ 46,000	15.0%	$ 6,900.00
RSVP Area Coordinator	6	$ 35,000	50.0%	$ 17,500.00
RSVP Area Coordinator	6	$ 35,000	50.0%	$ 17,500.00
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SUB-TOTAL:				**$ 41,900.00**

Please complete page, if applicable.

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -

Please complete page, if applicable.

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -

Please complete page, if applicable.

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
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SUB-TOTAL:				$ -

Please complete page, if applicable.

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

BUDGET SUPPORT SHEET B.2

SUBRECIPIENT: **Hidalgo County Community Service Agency**

FRINGE BENEFITS, TRAVEL, & SUPPLIES

CSBG FRINGE BENEFITS		
Items		**AMOUNT**
F.I.C.A		$ 55,370.00
Unemployment		$ 44,847.00
Workman's Comp. Insurance		$ 33,530.00
Health Insurance		$ 110,000.00
Dental Insurance		
Life Insurance		$ 5,000.00
Retirement Contribution		$ 47,235.00
Others (List):		
CSBG FRINGE BENEFITS:		**$ 295,982.00**
OTHER PROGRAM(S) FRINGE BENEFITS:		$ -
TOTAL FRINGE BENEFITS AMOUNT:		**$ 295,982.00**

TRAVEL				
	Miles	x Fed. Rate*		
Local Travel (*Rate cannot be higher than the Federal rate)	10,000	0.58	$	5,750.00
Per Diem			$	5,000.00
Non-Local Travel			$	12,000.00
Board Member Reimbursement				
CSBG BUDGETED AMOUNT:			**$**	**22,750.00**

SUPPLIES			
Office Supplies		$	8,000.00
Maintenance Supplies		$	2,000.00
Program Supplies		$	1,000.00
Postage		$	-
Others (List):	Computer Supplies/Hardware	$	10,000.00
CSBG BUDGETED AMOUNT:		**$**	**21,000.00**

Note: "CSBG Budgeted Amount" must equal "Fringe Benefits," "Travel," & "Supplies" on the "Summary Page 1"

Scroll down to view tables on pages 2 to 3 (if needed)!

FRINGE BENEFITS for OTHER PROGRAM(S): List Fringe Benefits for other program(s) being supported by CSBG: (*Please use separate attachment if more space is needed, & transfer the totals from the separate attachments to a line on any of the available pages below*) :

PROGRAM:		
Items:		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next Program

PROGRAM:		
Items:		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next Program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next Program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next Program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

BUDGET SUPPORT SHEET B.3

SUBRECIPIENT **Hidalgo County Community Service Agency**

EQUIPMENT

Note: Items with a per-unit acquisition cost of $5,000 or greater will require the Department's written approval **prior to purchase.** Subrecipient is also reminded to follow procurement policies/procedures. Please review TDHCA's guidance on Procurement at the link below:

http://www.tdhca.state.tx.us/community-affairs/procurement/index.htm

EQUIPMENT DESCRIPTION	# OF UNIT	BRAND & MODEL	UNIT COST	TOTAL COST	% CHARGED TO CSBG	AMOUNT($) CHARGED TO CSBG
PURCHASES						
Surface Computers	8		$700.00	$5,600.00	75%	$ 4,200.00
Printers/Scanners	8		$500.00	$4,000.00	75%	$ 3,000.00
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
LEASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
Sub-Total (CSBG):						$ 7,200.00
Sub-Total (Other Programs Supported by CSBG):						$ -
TOTAL:						**$ 7,200.00**

Note: "TOTAL" on this page must equal "Equipment" line item on the "Summary Page 1"

Scroll down to view tables on page 2 (if needed)!

CSBG Support For Other Program(s) - List all Programs being supported:

PROGRAM:						
EQUIPMENT DESCRIPTION	# OF UNIT	BRAND & MODEL	UNIT COST	TOTAL COST	% CHARGED TO CSBG	AMOUNT($) CHARGED TO CSBG
PURCHASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
LEASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
Sub-Total:						$ -

Enter Next Program

PROGRAM:						
PURCHASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
LEASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
Sub-Total:						$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

BUDGET SUPPORT SHEET B.4

SUBRECIPIENT: **Hidalgo County Community Service Agency**

CONTRACTUAL

CSBG BUDGET ITEMS (CATEGORIES)	TOTAL COST	% CHARGED TO CSBG	AMOUNT CHARGED TO CSBG
Legal Services			$ -
Audit Services	$22,000.00	60%	$ 13,200.00
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total (CSBG):			**$ 13,200.00**
Sub-Total (Other Program(s) supported by CSBG:			**$ -**
TOTAL:			**$ 13,200.00**

Note: "TOTAL" on this page must equal "Contractual" line item on the "Summary Page 1"

CSBG Support For Other Program(s) - List all Program(s) being supported:

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			$ -

Scroll down to view tables on page 2 (if needed)!

Enter Next Program

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

Enter Next Program

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

Enter Next Program

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

BUDGET SUPPORT SHEET B.5

SUBRECIPIENT: **Hidalgo County Community Service Agency**

OTHER

OTHER BUDGET CATEGORIES	TOTAL COSTS ($)	% CHARGED TO CSBG	AMOUNT ($) CHARGED TO CSBG
Direct Services to Case Management Clients to **Transition** into **Self-Sufficiency (TSS)** or TOP. Subrecipients are encouraged to allocate a reasonable amount of CSBG funds to assist clients transitioning into self-sufficiency. (TSS/TOP allocation **%** will be auto-populated above the TSS/TOP allocation entered in the cell to the right).	*$1,589,572.00*		
	7.9%		
	$125,000.00	100.0%	$ 125,000.00
List other items below:			
Training and Meetings	$12,000.00	55.0%	$ 6,600.00
Permits	$1,000.00	55.0%	$ 550.00
Software Maint.	$25,000.00	55.0%	$ 13,750.00
Vehicle Rental	$2,000.00	55.0%	$ 1,100.00
Board Elections	$2,000.00	100.0%	$ 2,000.00
Liability Insurance	$26,000.00	50.0%	$ 13,000.00
Memberships	$7,500.00	60.0%	$ 4,500.00
Copies and Repro. Fees	$6,000.00	50.0%	$ 3,000.00
Printing	$2,000.00	50.0%	$ 1,000.00
Office Lease	$165,000.00	65.0%	$ 107,250.00
Storage Rental	$5,000.00	50.0%	$ 2,500.00
Advertisement	$3,000.00	50.0%	$ 1,500.00
Telephone and Internet	$25,000.00	65.0%	$ 16,250.00
Postage	$8,000.00	55.0%	$ 4,400.00
Utilities	$55,000.00	65.0%	$ 35,750.00
Janitorial Service	$11,000.00	65.0%	$ 7,150.00
Network/Hardware Maint.	$10,000.00	65.0%	$ 6,500.00
Other Direct Services	$25,000.00	100.0%	$ 25,000.00
Equipment Rental	$5,000.00	55.0%	$ 2,750.00
Emergency Services	$151,345.00	100.0%	$ 151,345.00
SUB-TOTAL (**CSBG**):			**$ 530,895.00**
SUB-TOTAL (OTHER PROGRAM(S)):			$ -
TOTAL AMOUNT:			**$530,895.00**

Note: "TOTAL AMOUNT" must equal "Other" on the "Summary Page 1"

Scroll down to view tables on pages 2 to 3 (if needed)!

CSBG Support For Other Program(s) - List all Program(s) being supported:

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			**$ -**

Enter Next Program

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
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			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			**$0.00**

Enter Next Program

PROGRAM:			
			$ -
			$ -
			$ -
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			$ -
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			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			$ -

Enter Next Program

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
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			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2016

BUDGET SUPPORT SHEET B.6

SUBRECIPIENT: Hidalgo County Community Service Agency

INDIRECT COSTS

BUDGET CATEGORIES			CSBG AMOUNT
Indirect Costs			
%	Base	CSBG Indirect Costs	$0.00
		$0.00	
Space left blank intentionally			
Sub-Total (CSBG):			$ -
Sub-Totals (Program(s) Supported by CSBG):			$ -
TOTAL AMOUNT:			$ -

Note: This page "Total Amount" must equal "Indirect Costs" line item on the "Summary Page 1"

CSBG Support For Other Program(s) - List all Program(s) being supported:

PROGRAM:			
BUDGET CATEGORIES			AMOUNT
Indirect Costs			
%	Base	Indirect Cost	$0.00
		$0.00	
Sub-Total (Other Program):			$ -

Enter Next Program

PROGRAM:			
BUDGET CATEGORIES			AMOUNT
Indirect Costs			
%	Base	Indirect Cost	$0.00
		$0.00	
Sub-Total (Other Program):			$ -

Enter Next Program

PROGRAM:			
BUDGET CATEGORIES			AMOUNT
Indirect Costs			
%	Base	Indirect Cost	$0.00
		$0.00	
Sub-Total (Other Program):			$ -

AI-52602 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting approval of Amendment No. 3 to a Professional Engineering Service Contract with Dos Logistics, Inc. The Amendment will increase the contract amount of $1,008,861.00 by $36,636.60 for a total amount of $1,045,497.60 for surveying services as related to construction staking including row recovery, vertical control, and setting hubs.

BACKGROUND

Urban County Program is requesting approval of Amendment No. 3 to a professional service contract approved on May 22, 2012. The original contract amount of $874,911.00 including Engineering, Topographic Surveying, Geotechnical Surveying and Construction Management & Material Testing services for Pct. 1 Delta Area Connector/ East Lateral Project (GLO Contract No. 12-406-000-6453/DRS210068).

Fiscal Impact

Attachments

Proposal
Amendment
Insurance
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2015 02:07 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/09/2015 02:02 PM

Final Approval Date: 12/11/2015

DOS LAND SURVEYING, LLC

Surveying Proposal

Client: Urban County

Project: Delta Area Connector-East Lateral Construction Staking for all Phases.

Date: 12/7/2015

Scope of Work

East Lateral Construction staking for all Phases (Round 2.1 Phase II, Round 2.1 Phase I and Round 2.2). See second sheet for fee schedule.

This proposal is for professional services required for the aforementioned project as noted in the scope of work. The work to be performed is needed to complete the project currently under construction. Upon acceptance of the described professional services and fees, performance of the Scope of Work will commence to provide field personnel with required services.

Item	Description	Fees
1	Scope of work as outlined above	$ 36,636.60
2		
3		
4		
5		
	TOTAL	$ 36,636.60

Client acknowledges that it has selected Dos Land Surveying, LLC (DLS) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between

Urban County **(CLIENT)**

and DLS (SURVEYOR). CLIENT retains SURVEYOR to perform the professional services in connection with the matter described above in Scope of Work.

CLIENT
Urban County

by: Mr. Antonio Barco

Title: Deputy Director

427 E. Duranta Ave.

Alamo, TX 78516

Phone: 956-787-8127

SURVEYOR
Dos Land Surveying, LLC

Juan M. Castillo 12-7-2015

Juan M. Castillo, R.P.L.S.

Survey Manager
1002 East Exp 83
Weslaco, TX 78596

(956) 969-4183

PROJECT FEE ESTIMATE

CLIENT: Urban County

PROJECT: Delta Area Connector-East Lateral Construction Staking for all Phases. DATE: 12/7/2015

ID	ACTIVITY	HOURS						$			
		CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
Round 2.1	**Phase II sta. 0+00 to 142+85.31**										
1.00	Verify and Set vertical control BM'S	8		1	1			1,322.70	-	-	1,322.70
1.20	Stake out @ every 100' set hub and lath	30		9	11			6,187.90	-	-	6,187.90
1.30	Run a level along hubs at every 100' station	10		4	4			2,175.60	-	-	2,175.60
1.40	Determined hubs elevation & write on cuts	2		2	1			547.60	-	-	547.60
1.50	Construction staking for road crossing	53		24	12			10,677.60	-	-	10,677.60
Round 2.1	**Phase I sta. 142+85.31 to 253+99.48**										
1.00	Verify and Set vertical control BM'S	8		1	1			1,322.70	-	-	1,322.70
1.20	Stake out @ every 100' set hub and lath	22		6	9			4,600.80	-	-	4,600.80
1.30	Run a level along hubs at every 100' station	8		2	2			1,512.60			1,512.60
1.40	Determined hubs elevation & write on cuts	2		2	1			547.60			547.60
								-			-
Round 2.2	**sat 253+99.48 to 352+37.95**										
1.00	Verify and Set vertical control BM'S	6		1	1			1,039.50			1,039.50
1.20	Stake out @ every 100' set hub and lath	20		8	8			4,351.20	-	-	4,351.20
1.30	Run a level along hubs at every 100' station	10		4	2			1,944.80			1,944.80
1.40	Determined hubs elevation & write on cuts	1		2	1			406.00			406.00
								-			-
								-			-
								-	-	-	-
											-
											-
											-
	CONTINGENCY								-	-	-
999	SUBTOTAL	180	0	66	54	0	0.00	36,636.60	-	-	36,636.60
TOTAL		180	0	66	54	0	0.00	36,636.60	-	-	36,636.60

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN HIDALGO COUNTY ACTING BY AND THROUGH THE HIDALGO COUNTY URBAN COUNTY PROGRAM AND DOS LOGISTICS, INC.

This Amendment No. 3 to the Agreement is made this ____ day of _____, 2015 by and between Hidalgo County, Texas (the "County") and DOS Logistics, Inc., (the "Engineer").

WHEREAS, Hidalgo County received funds from the Texas General Land Office (GLO) to be used for the completion of the Precinct No. 1 – Delta Area Connector /East Lateral project;

WHEREAS, Engineer and County entered into a Professional Services Agreement (the "Agreement") dated May 22, 2012 for engineering services for the Delta Area Connector;

WHEREAS, Amendment No. 1 added additional services for Engineer and increased the fee to the Engineer under the Agreement to $992,411.00;

WHEREAS, Amendment No. 2 added additional services and increased fee to Engineer by Sixteen Thousand Four Hundred Fifty and no/100ths Dollars ($16,450.00);

WHEREAS, the Agreement now requires an amendment in order to add additional services as required for parcels associated with the project; and

WHEREAS, the parties desire to amend the Agreement as herein after 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 Engineer hereby agree to the following amendment to the Agreement:

1. Exhibit A of the Agreement is amended by the addition of Exhibit A-3, a copy of which is attached hereto.

2. The first sentence of Section 6.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

> The Engineer shall be paid a total fixed amount of $1,045,497.60 for services rendered under this contract.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Engineer 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

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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.

© Insurance Services Office, Inc., 2012

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.

© Insurance Services Office, Inc., 2012

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.

© Insurance Services Office, Inc., 2008

Zimbra: RE: Amendment No. 3 - Google Chrome

https://email.co.hidalgo.tx.us/public/launchNewWindow.jsp?skin=lavender&localeId=en_US&authTokenExpires=1450276256973&full=1

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

RE: Amendment No. 3

December 10, 2015 8:51 AM

From: Stephen L. Crain

To: Sandra Regalado

Amendment No. 3...s Logistics.pdf (140.7 KB) Preview | Download | Briefcase | Remove

Hi Sandra:

As per Mr. Crain, attached is the amendment no. 3 in connection to Dos Logistics.
Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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---

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Wednesday, December 09, 2015 1:36 PM
To: Steve Crain
Subject: Re: Amendment No. 3

Attached please find Amendment No. 1 to Professional Service Agreement with Dos Logistics as per your request.

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

From: "Steve Crain" <scrain@atlashall.com>
To: "Sandra Regalado" <sandra.regalado@co.hidalgo.tx.us>
Sent: Wednesday, December 9, 2015 9:29:55 AM
Subject: RE: Amendment No. 3

I also need amendment one.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Wednesday, December 09, 2015 8:52 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Patricio Avila <patricio.avila@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>
Subject: Amendment No. 3
Importance: High

Good Morning,

We are in need of Amendment # 3 to our Professional Service Agreement with DOS Logistics for all (3) three phases of the Delta Area Connector/East Lateral. I have attached the scope of services with the amount of the amendment. I have also attached the Original Professional Service Agreement and Amendment No. 2 so that you may reference back to if needed.

Should you have any questions or need additional information, please feel free to contact me at your earliest convenience.

Respectfully,

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

AI-52591 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting approval of Amendment No. 2 to a Professional Engineering Service Contract with SAM Engineering & Surveying, Inc. (SAMES). The Amendment will increase the contract amount of $199,725.00 by $16,272.00 for a total amount of $215,997.00 and will include additional scope of services for the Delta Area Connector/East Lateral Project.

BACKGROUND

The original professional service contract was approved on May 22, 2012 in the amount of $189,225.00 for project planning, surveying, engineering and design, construction plans and basic construction phase services for Pct. 1 Delta Area Connector/East Lateral Project (GLO Contract No. 12-406-000-6453-/DRS210068). Scope of service to include Proposed Ditch Easement, Proposed Duplex Pump Station and Bar # 3 Subdivision Drainage System Extension.

Original Contract Amount: $199,725.00
Additional Amended Contact: $ 16,272.00
New Contract Amount: $215,997.00

Amount Available: $215,997.00

Fiscal Impact

Attachments

Amendment

Exhibit
exhibit
Insurance
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2015 02:07 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/08/2015 04:04 PM

Final Approval Date: 12/11/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to the Professional Service Agreement by and between **Hidalgo County**, **Texas** acting by and through the **Hidalgo County Urban County Program** ("Party") and **SAM Engineering & Surveying, Inc.** ("Engineer") is entered into between the parties effective this ____ day of _____, 2015.

WHEREAS, Party and Engineer entered into a Professional Services Agreement dated May 22, 2012 in which Engineer agreed to provide certain engineering services for the GLO Flood and Drainage Improvements Project known as the "Delta Area Connector/ East Lateral" Colonia Infrastructure Improvements I Account(s) 6540-62-0309-5100-6200 (the "Agreement");

WHEREAS, Party and Engineer executed that certain First Amendment to Agreement on April 28, 2015 to add additional services to the Agreement and to increase the fee to the Engineer.

WHEREAS, the Agreement now requires amendment in order to add additional services of revising main storm sewer and surveys as more particularly described in Exhibit A-3 attached hereto and to revise the fee to the Engineer for the additional work; and

WHEREAS, the parties desire to amend the Agreement as herein 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, Party and Engineer agree to the following amendments to the Agreement:

1. The Agreement is amended by the additional services of the Engineer more particularly described in Exhibit A-3 attached hereto.

2. The first sentence of Section 6.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

> The Engineer shall be paid a total fixed amount of $215,997.00 for services rendered under this contract.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED effective as of the day and year first written above.

SAM Engineering & Surveying, Inc.

By: _____
_____, PE
Its: President

COUNTY OF HIDALGO URBAN acting by and through its URBAN COUNTY PROGRAM

By: _____
Diana R. Serna,
Its: Director

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

FLOOD & DRAINAGE IMPROVMENTS
PROBABLE CONSTRUCTION COST ESTIMATE

24-Aug-15

Project Name: GLO - HIDALGO COUNTY COLONIA IMPROVEMENTS

BAR #3 DRAINAGE IMPROVEMENTS
ADDITIONAL SCOPE

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	HOUSTON ADDITIVES				
1	24" HDPE PIPE, COMPLETE AND IN PLACE	400	LF	$ 45.00	$ 18,000.00
2	TYPE M GRATE INLET	2	EA	$ 4,200.00	$ 8,400.00
				SUBTOTAL	**$ 26,400.00**

Total Estimated Construction Cost

Construction Cost	$	26,400.00
SUB-TOTAL	**$**	**26,400.00**
Engineering Fee (8.5%)	$	2,244.00
Surveying Fee (2%)	$	528.00
	$	**2,772.00**

PROJECT TOTAL $ 29,172.00

FLOOD & DRAINAGE IMPROVMENTS
PROBABLE CONSTRUCTION COST ESTIMATE

24-Aug-15

Project Name: GLO - HIDALGO COUNTY COLONIA IMPROVEMENTS

BAR #3 DRAINAGE IMPROVEMENTS
ADDITIONAL SCOPE

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	HOUSTON ADDITIVES				
1	24" HDPE PIPE, COMPLETE AND IN PLACE	400	LF	$ 45.00	$ 18,000.00
2	TYPE M GRATE INLET	2	EA	$ 4,200.00	$ 8,400.00
				SUBTOTAL	**$ 26,400.00**

Total Estimated Construction Cost

Construction Cost	$	26,400.00
SUB-TOTAL	**$**	**26,400.00**
Engineering Fee (8.5%)	$	2,244.00
Surveying Fee (2%)	$	528.00
	$	**2,772.00**

PROJECT TOTAL $ 29,172.00

ADDITIONAL SERVICES

DUPLEX PUMP STATION DESIGN	$	8,500.00
DRAINAGE DITCH EASEMENT	$	5,000.00
	$	13,500.00

BAR #3 CONSTRUCTION TOTAL:	**$**	**26,400.00**
PROFESSIONAL FEES TOTAL:	**$**	**16,272.00**

CHANGE ORDER TOTAL $ 42,672.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/8/2015

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: Judy Lozano	
Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200 Dallas TX 75240	PHONE (A/C, No, Ext): (972)644-2688	FAX (A/C, No): (972)644-8035
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Assurance Company	39462
INSURED	INSURER B : Certain Underwriter's at Lloyds	
SAMES, Inc. SDM Construction & Development LLC 200 S Cage Blvd,Ste A Pharr TX 78577	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master **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 [X] PRO-JECT [ ] LOC OTHER:			VUMC0070831	10/1/2015	10/1/2016	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 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			NHA073392	10/1/2015	10/1/2016	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	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						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			PGIARK04329-01	11/12/2015	11/12/2016	per Claim/Per Aggregatge Deductible	$2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability policy contains a special endorsement with “primary and non-contributory” wording.

The general liability policy includes a blanket automatic waiver of subrogation endorsement that provides

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bill Baldwin/YJL

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COMMENTS/REMARKS

this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The general liability policy include a blanket notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, for which 10 days notice is given. Notice is sent to the certificate holders with mailing addresses on file withthe agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

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Zimbra: FW: Additional Scope Items - Google Chrome

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FW: Additional Scope Items

December 10, 2015 8:46 AM

From: Stephen L. Crain

To: sandra regalado

Second Amendmen...Engineering.pdf (141.4 KB) Preview | Download | Briefcase | Remove

Good morning Ms. Regalado:

As per Mr. Crain, see attached the requested Second Amendment regarding SAMES, Inc. Please review and if you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Tuesday, December 08, 2015 2:11 PM
To: Steve Crain
Subject: Re: Additional Scope Items

Good Afternoon,

Upon speaking to Mr. Barco and our finance division; we located Amendment No. 1. Can you please prepare Amendment No. 2 so that we may proceed to placing on the agenda for Commissioners Court approval. Any questions, feel free to contact me.

Respectfully,

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

From: "Steve Crain" <scrain@atlashall.com>
To: "Sandra Regalado" <sandra.regalado@co.hidalgo.tx.us>
Sent: Friday, December 04, 2015 3:44:07 PM
Subject: RE: Additional Scope Items

Please call me and we can discuss. Thanks.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Friday, December 04, 2015 3:25 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Additional Scope Items

Good Morning,

Would you be able to prepare an amendment for the Professional Service Agreement to SAMES, Inc. Please let me know if you need additional information.

Respectfully,

Sandra G. Regalado, UCP Coordinator
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

AI-52588 **Urban County** **14. C.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of acquisition of Right-of-Way Easements of Tracts 237 #1A , 234 #1B and 227 #2A for the Penitas Drain Project in the amount of $102,494.08 (GLO 12-406-000-6453/DRS 210068).

BACKGROUND

Funding will provided by Hidalgo County Drainage District #1 as per the Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Drainage District #1 approved by Hidalgo County Drainage District No.1 Board of Directors on February 4, 2014. (See Attached)

Amount Available: $1,500,000.00

Fiscal Impact

Attachments

Interlocal Agreement
Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:59 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/08/2015 03:43 PM

Final Approval Date: 12/11/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the 04th day of February 2015, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1,** hereinafter referred to as "Drainage District", and **HIDALGO COUNTY,TEXAS,** acting by and through its Urban County Program hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Hidalgo County Urban County Program (the "Program") received funding from the Texas General Land Office in 2009 to improve and expand certain drainage structures known as the Penitas Lateral which are more particularly described in Exhibit A attached hereto (the "Penitas Lateral");

WHEREAS, the Penitas Lateral is included in Drainage District's Master Plan;

WHEREAS, the Penitas Lateral is an integral part of the drainage system of both County and District;

WHEREAS, the improvements to the Penitas Lateral will benefit the residents of county;

WHEREAS, being the Penitas Lateral is in Drainage District's Master Plan Drainage District shall contribute the sum up to One Million Five Hundred Thousand Dollars for construction of the improvements to the Penitas Lateral;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Drainage District within ten (10) days following the date of the last party to execute this Agreement shall up to One Million Five Hundred Thousand Dollars to Program to be utilized by Program solely for construction of the improvements to the Penitas Lateral as described in the Program's Management Plan, a copy of which is attached hereto as Exhibit B.

2. The term of this Agreement shall be twelve (12) months commencing on the date both County and Drainage District approve and execute this Agreement. The

term of this agreement may be extended by mutual agreement of the parties hereto.

3. Within one hundred twenty days following completion of the construction of the improvements to the Penitas lateral, County shall convey its interest in the Penitas Lateral to Drainage District for the sole consideration of the contribution by the Drainage District herein. Following such conveyance Drainage District shall maintain the Penitas Lateral so conveyed.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any Services providing under this Agreement.

5. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later 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.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Drainage District No. 1	Drainage District No. 1 Attention: Chair Board of Directors 902 N. Doolittle Road Edinburg, Texas 78539
If to Hidalgo County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **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.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

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

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

15. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and County in accordance with its terms.

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

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to

meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) 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.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: Ramon Garcia
Ramon Garcia, Chair Board of Directors

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 2/4/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:
Stephen L. Crain

LIBERTY BLVD.

N 08°56'37" E
180.00'

LOT 236 | LOT 235 | LOT 226 | LOT 225 | LOT 216 | LOT 215

HOMEVILLE ASSOCIATION
SUBDIVISON 'A'
(VOL. 0, PG. 24, H.C.M.R.)

78.39' HIGHWAY R.O.W. EASEMENT DOCUMENT No. 1041237, H.C.D.R.

SCALE: 1"=1000'

PARCEL 4C
1.933 ACRES GROSS

LOT 206

S 84°55'35" E
497.74'

N 84°55'35" W
497.74'

N 08°56'37" E
180.00'

27.8' (30Vrs) Road ROW

PARCEL 4B
1.933 ACRES GROSS

D & S BELL ENTERPRISES, LTD.
(DOC. 1185932, H.C.R.P.)

935.47'

LOT 207

LOT 237 | LOT 234 | LOT 227 | LOT 224 | LOT 217 | LOT 214

180.0' DRAIN DITCH R.O.W.

30.0' RIO GRANDE VALLEY GAS CO.
VOL. 948, PG. 433, H.C.D.R.
VOL. 1102, PG. 696, H.C.D.R.
VOL. 1146, PG. 991, H.C.D.R.

SARAH LAMONT &
ROBERT B. THOMPSON
(DOC. 1566900, H.C.M.R.)

MIL ENCINOS DEVELOPMENT, LTD
(DOC. 1295639, H.C.M.R.)

MIL ENCINOS DEVELOPMENT, LTD
(DOC. 1295638, H.C.M.R.)

N 08°56'37" E 948.19' (481.62' / 466.57')

N 08°56'37" E 933.34' (466.67')

N 08°56'37" E 18.56'

S 81°03'23" E 180.00'

N 81°03'23" W 180.00'

PARCEL 1A
1.987 ACRES GROSS

PARCEL 1B
1.929 ACRES GROSS

PARCEL 2A
1.929 ACRES GROSS

PARCEL 2B
1.929 ACRES GROSS

PARCEL 3A
1.929 ACRES GROSS

PARCEL 3B
1.929 ACRES GROSS

25.0' TEXAS PIPELINE CO. GAS LINE EASEMENT VOL. 3488, PG. 739, H.C.D.R.

S 84°55'35" E
160.41'

PARCEL 4A
0.894 of ONE ACRE GROSS

S 08°56'37" W
160.00'

S 08°56'37" W
28.74'

S 08°56'37" W 947.03' (480.36' / 466.67')

S 08°56'37" W 933.34' (466.67')

N 81°03'23" W
180.00'

60.0' R.O.W. EASEMENT TO ATLANTIC RICHFIELD CO. VOL. 2035, PG. 293, H.C.D.R.

60.0' R.O.W. EASEMENT TO ATLANTIC RICHFIELD CO. VOL. 2131, PG. 194, H.C.D.R.

JOHN D. BRADY
(DOC. 1175548, H.C.R.P.)

GERALD BELL, Trustee
(DOC. 1295634, H.C.R.P.)

GERALD BELL, Trustee
(DOC. 1295636, H.C.R.P.)

APPROXIMATE LOCATION OF A 30.0' HOUSTON OIL COMPANY OF TEXAS EASEMENT VOL. 862, PG. 86, H.C.D.R.

HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 6 CANAL

U.S. EXPRESSWAY 83
(200.00' R.O.W.)

N81°03'23"W 0.86' (M)

27.8' (30Vrs) Road ROW

LOT 238 | LOT 233 | LOT 228 | LOT 223 | LOT 218 | LOT 213 | LOT 208

83.33' (30Vrs) Road ROW

EXHIBIT
tabbies
A

HOMEVILLE ASSOCIATION
SUBDIVISON 'A'
(VOL. 0, PG. 24, H.C.M.R.)

LOT 239 | LOT 232 | LOT 229 | LOT 222 | LOT 219 | LOT 212 | LOT 209

REVISIONS		120701
		PROJECT NO. MARCH, 2013
		DATE P.GONZALEZ
		DRAWN BY J.H.
		CHK. BY

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM NUMBER F-1295

PROPOSED R.O.W. MAP
PEÑITAS DRAIN
HIDALGO COUNTY PRECINCT No.3

SHEET 1 OF 1 SHEETS

120701

D:\Peñitas\Grading Plans\Peñitas Drainage Project\dwg\PenitasROW Map.dwg, 3/13/2013 2:50:59 PM, PDF995

ATTACHMENT 1
Additional Information Regarding
PROJECT 1 – Penitas Drain

Additional Information Regarding Project Description:
Outfall for the Penitas Drain area has been primarily served by existing irrigation drainage ditches and depression areas. There are no natural or major man-made outfall systems within the watershed. This created an inadequate drainage condition during Hurricane Dolly. The existing irrigation drainage ditches failed to function due to the fact that they are shallow, narrow, as well as they catch a lot of debris from the storm. The watershed area drains north to south. At US 83, concentrated runoffs are currently conveyed by two 36-inch pipe culverts and/or the roadway to a ditch downstream, then a large depressed area, and finally to the Mission Inlet Floodway. The size of the ditches, the restriction at US 83, and the depressed area, limits flow capacity and creates back-up of storm water and flooding. The proposed project includes the widening of an existing irrigation drainage ditch (to be known as the Penitas Drain), as well as the installation of an 8-foot x 6-foot box culvert at US 83, as well as a 72-inch reinforced concrete pipe at Tom Gill Road. Additionally at the extreme upstream end (starting at Rodriguez Road) of this project area, it is proposed to construct a storm sewer system within the colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. A connectivity drain will outfall the stormwater from the colonias to a detention facility (constructed at a caliche pit); from the detention facility another connectivity drain will carry the stormwater to the proposed Penitas Drain.

Failure to Function Due to Hurricane Dolly:
In this area, insufficient and inadequate drainage infrastructure were key contributors to the failure to function resulting in flooding and damage; the existing ditches did not have the flood control capacity to handle the significant rain events produced by Hurricane Dolly. The rate of storm water flow over-taxed the ditches. More importantly, there is no major ditch to collect the storm water and convey it to the closest outfall channel (the Mission Inlet Floodway).

Impact to the Community Due to Failure:
The colonias do not have storm sewer to collect the storm water, and they do not have connectivity to drain. There is no major lateral to collect storm water in this project's target area, so during Hurricane Dolly, there was an inability to channel the storm water and flow of water away from homes, subdivisions, and businesses. This resulted in devastation to property, displacement of residents, and damage to roads and infrastructure.

Proposed Improvements:
Improvements and repairs will include the following:

- Storm Sewer within the colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona;
- Connectivity to a detention area;
- Connectivity from the detention area to a major outfall (Penitas Drain);
- Ditch Excavation / Widening of an Existing Irrigation Ditch to be known as the Penitas Drain – a minimum of 8-foot channel depth, 10 to 14 feet usual; channel slope of .001 ft/ft; trapezoidal section with maintenance bench each side; bottom width 6 to 10 feet; side slopes 3:1; 20-foot maintenance bench.

- Box Culvert – 8-foot x 6-foot box culvert across / under Expressway 83 and the Irrigation District No. 6 canal.

How the Proposed Improvements Address the Failure to Function:
Although the first phase, this proposed improvement will put a drainage system into a better operating condition as the primary lateral outfall of the target area. With the construction of this major lateral there will be an ability to channel the storm water and flow of water away from homes, subdivisions, and businesses, minimizing and/or eliminating devastation to property, displacement of residents, and damage to roads and infrastructure.

Areas Affected by the Proposed Project / Basis and Reasoning Used for Identifying the Target Area:
This project provides for the construction of a major lateral outfall and addresses community-level drainage infrastructure needs of the protected classes (colonias); it meets the goals of the LRGVDC, Advisory Committees, and public regarding regional approach to storm-related drainage. The project covers a service area comprised of City of Penitas. A map is attached that shows the projects drainage area, overlaid with the Census Blocks and beneficiaries.

Service Area:
A map is attached that shows the projects drainage area, overlaid with the benefited Census Blocks and beneficiaries.

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 Urban County Program received funding from the Texas General Land Office in 2009 to improve and expand certain drainage structures known as the Penitas Lateral which are more particularly described in Exhibit A attached hereto (the "Penitas Lateral"); however due to an increase in construction costs Hidalgo County Drainage District No. 1 agrees to assist the Hidalgo County Urban County Program in the improvements to the Penitas Lateral as Hidalgo County will convey the Penitas Lateral to the Hidalgo County Drainage District No. 1 upon completion of such improvements.

By vote on Feb. 04, 2015, the Hidalgo County Drainage District No. 1 Board of Directors and Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 2/4/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Hilcorp Energy Company

Post Office Box 61229
Houston, TX 77208-1229

1201 Louisiana Street
Suite 1400
Houston, TX 77002

Phone: 713/209-2400
Fax: 713/209-2420

May 27, 2015

Transmitted via electronic mail to victor.gallardo@co.hidalgo.tx.us

RE: ROW GLO: 12-406-000-6453/DRS 210068

Dear Mr. Gallardo:

Hilcorp Energy I, L.P. hereby responds to your offer letter dated April 22, 2015 and received on May 4, 2015 with a counteroffer of $102,494.08, exclusive of recording fees, transfer taxes and similar expenses incidental to conveying the subject property to the County of Hidalgo. This offer is made contingent on the acceptance of the subject Right-of-Way Easements on an as-is basis via a quitclaim deed.

For further clarification, the subject Right-of-Way Easements are recorded in the Official Records of Hidalgo County at the following volume and page numbers:

- Volume 2014, Page 119
- Volume 2035, Page 293
- Volume 2131, Page 184

If this offer is acceptable to you, please submit your acceptance to me via e-mail at the below referenced address. Please contact me, should you have any further questions or concerns.

Yours truly,

HILCORP ENERGY I, L.P.
By: HILCORP ENERGY COMPANY,
Its General Partner

Christopher G. Cottrell
Landman
Phone No. (713) 289-2866
Fax No. (713) 209-2420
Email: ccottrell@hilcorp.com

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

Date: 04/22/2015

County: Hidalgo
Federal Project No.: N/A
Highway: East of Liberty Road and North of Expressway 83 Penitas, Tx

ROW GLO: 12-406-000-6453/DRS 210068
Tract: 1A, 1B, 2A
From: Homeville Associtation Subdivision Lots 237, 234, 227, 224, 217, 214, 207 and 206
Penitas, Texas

By Certified Mail, Return Receipt Requested NO. **7014 1200 0002 0050 1441**

Hilcorp Energy
1201 Louisiana Street
Suite 1400
Houston, Texas 77002

Dear Sir/Madam,

In acquiring property for the Drainage system of the County of Hidalgo (the "County") in conjunction with the Hidalgo County Urban County Program and the Texas General Land Office follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, Victor Gallardo, a portion of your property, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced Drainage project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Hidalgo County Commissioners' Court has authorized me to make an offer to you in the amount of $98,552.00, which includes $98,552.00 for the property to be purchased and $0.00 for damages/improvements to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

	Land			Amount to be Subtracted if Retained
7,840 SF @	$2.50 SF Easement	Total Amount $	19,600.00	$
28,009 SF @	$1.25 SF Easement	Total Amount $	35,011.00	$
35,153 SF @	$1.25 SF Easement	Total Amount $	43,941.00	$
				$
				$
Grand Total			$ 98,552.00	$

If you wish to accept the offer based upon this appraisal, please contact **Victor Gallardo** as soon as possible, at **(956) 585-4509 ext. 3018**, so that the process of issuing your payment may be started. **If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter.** *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the

County's offer or proposed purchase transaction. Also, please do not hesitate to contact Victor Gallardo at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Victor Gallardo, Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")
Relocation Assistance
Copy of Surveys 1A, 1B, 2A

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

Date: 04/15/2015

CM 7014 1200 0002 0050 1434

Hilcorp Energy
1201 Louisiana Street
Suite 1400
Houston, Texas 77002

Re: Penitas Drain Project
Drainage Improvement Project
Parcel # 1A, 1B, 2A
GLO # 12-406-000-6453/DRS 210068

Dear Sir/Madam,

The County of Hidalgo (the "County") thru the Hidalgo County Urban County Program and the Texas General Land Office will be making drainage ditch to improve the area from U.S Expressway 83 North on Lots 237, 234, 227, 224, 217, 214, 207 and 206 of the Homeville Association Subdivision A. Plans have progressed to the point that we wish to advise you that a portion of your property located within the project area is needed by the County as right of way for the proposed drainage improvements.

The property to be acquired from you is shown on the attached Right of Way plat. We have attached, for your information, a booklet entitled *"Purchase of Right of Way by Counties and Cities."* This booklet briefly explains the procedure to be followed in purchasing your property, as well as your rights as a landowner. Also, in accordance with Section 21.0112, Subchapter B. Chapter 21 of the Property Code, a copy of the Texas Landowner's Bill of Rights is enclosed.

Before the County may begin the acquisition, an appraisal of your property will be made by an independent appraiser. An appraiser will be contacting you in the near future to afford you the opportunity to accompany him/her during an inspection of your property. You are encouraged to advise the appraiser of any concerns you feel could have an effect on the assessment of your property. After the appraisal is completed and approved, the County will make a written offer to you. You will be provided with a copy of the appraisal report at the time the offer is made.

Please call me at 956-585-4509 ext. 3018, as soon as possible in reference to the above mentioned project so we can gather information and answer any questions you may have about this project.

Thank you in advance for your prompt attention to this very important matter.

Sincerely,

Victor Gallardo Right of Way Agent
Hidalgo County Precinct No.3

ENCLOSURES:
Copy of Survey
Landowner Bill of Rights
Purchase of Right of Way by Counties and Cities
Relocation Assistance

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

An Equal Opportunity Employer

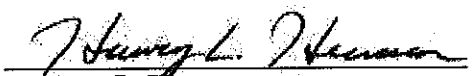
APPRAISAL REVIEW SUBMISSION
FOR

Parcel No. 1A, 1B, & 2A Gas Line Easement Only
RCSJ:N/A
Penitas Drain Project
County: Hidalgo

CONSISTING OF:

- *Form ROW-A-10*
- *Appraisal Review Form*
- *Appraisal Review Comments*
- *Assumptions and Limiting Conditions*
- *Certification*
- *Evaluation Form ROW-A-19A*

PREPARED BY:



Harvey L. Heerssen
Tx. State Certified General Appraiser
No. TX-1327190-G

2-13-15
Effective Date of Review

2-14-15
Date of Review Report

Texas Department of Transportation
Form ROW-A-10
(Rev. 07/13)

TABULATION OF VALUES

Parcel: **1A, 1B & 2A Gas Line Easement Only** Highway: **Penitas Drain** ROW CSJ: **N/A**

Taking Type: Partial

Size of Remainders: 9.277 Acres

Type of Property:Commercial Development

Contract Fencing: N/A

Appraised by: Leonel Garza III

Date Appraised: 11-24-14

District: Pharr 21

County: HIDALGO

Federal Project: N/A

Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
County - HIDALGO	Unknown	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Hilcorp Energy	Easement	1.630 Acres	$98,552.00	No

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$98,552.00	$0.00	$0.00	$0.00	$98,552.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category

* A 1 0 *

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
		Total	$0.00		

TABULATION OF VALUES (continued)

Parcel: **1A, 1B & 2A Gas Line Easement Only** Highway: **Penitas Drain** ROW CSJ: **N/A**

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
$0.00	$0.00	$0.00	$0.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A	N/A	N/A	N/A	N/A	N/A
		Total	$0.00	$0.00	

V. Recapitulation

Date:	11-24-14			**Recommended Value**
Appraiser's Name:	Leonel Garza III			
Value of Whole Property	$1,119,926.00			$1,119,926.00
Parcel Area: 1.630 Acres				
VALUE FOR PARCEL				
Land: per s.f	$0.00			
Easement 1A-$2.50 s.f. 1B- 1.25 s.f 2A- 1.25 s.f.	$98,552.00			$98,552.00
Improvements	$0.00			$0.00
Net Damages or (Enhancements)	$0.00			$0.00
OAS Value(s)	$0.00			$0.00
TOTAL COMPENSATION	$98,552.00			$98,552.00

Calculations for Net Damages or (Enhancements) considers Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: **1A, 1B & 2A Gas Line Easement Only** Highway: **Penitas Drain** ROW CSJ: **N /A**

VI. Comments and Conclusions on Values in the Appraisal Report

Appraiser: Leonel Garza III
Effective Date of Report: November 24, 2014
Report Dated: February 13, 2015
Review Appraiser: Harvey L. Heerssen, TX. State Certified General Appraiser
Effective Date of Review: February 13, 2015

Parcel 1A, 1B and 2A are partial easement takings of 1.63 acres of land out of a whole property totaling 15.12 acres out of lots 227, 234 & 237, Homeville Association Subdivision "A," as per map recorded in Volume 0, Page 24 H.C.M. R. and said tracts of land also being a part or portion of the tracts deeded to Robert B. Thompson. and Mil Encinos Development, Ltd recorded in Document Nos. 1566900, 1110080 and 1295638, H.C.D. R., Hidalgo County, Texas. Total land size of the remainders is 9.277 acres. The owner of the gas line easements crossing parcels 1A, 1B and 2A is Hilcorp Energy.

The whole property is located on the north side of US 83 Expressway. approximately 0.10 and 0.19 miles west of 23rd Street within the City of Penitas, Texas. The subject whole property is currently vacant land with the highest and best use is for commercial development purposes that is consistent with the current trends along US 83 and this immediate area.

The appraiser Leonel Garza III selects three (3) recent sales similar to the subject in location and highest and best use to value the combined whole properties. The parts taken of each parcel are encumbered by gas line easements owned by Hilcorp Energy. The fee taking unencumbered portion of parcel 1A. is appraised at $5.00 per s.f. and the unencumbered fee portions of parcels 1B and 2A are appraised at $2.50 per s.f. The fee owner does not enjoy the full bundle of rights within the easement area and the appraiser estimates the rights taken to be 50% of the fee value. Thus, the Hilcorp Energy easement portion of parcel 1A is appraised at $2.50 per s.f. (50%) and the Hilcorp portion of parcels 1B and 2A are appraised at $1.25 per s.f (50%). The combined total of the Hilcorp Energy easement interests is $98,552.00.

The appraiser has also considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The report prepared by the appraiser Leonel Garza III is a summary report and is presented on TxDOT form ROW-A-5 and appears to comply with USPAP and the Texas Department of Transportation's Appraisal and Review Manual. The appraisers' opinion and conclusions appear to be well supported by information contained within this appraisal report. It is recommended that the total value of $98,552.00 be approved for negotiations and acquisition.

VII. Justification and Explanation for Credit if Retained.

Retentions are not applicable as subject acquisition is vacant land.

TABULATION OF VALUES (continued)

Parcel: **1A, 1B & 2A Gas Line Easement Only** Highway: **Penitas Drain** ROW CSJ: **N/A**

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser — Date

Contract Reviewing Appraiser (if applicable) — Date: 2-14-15

Division Reviewing Appraiser (if applicable) — Date

X. Approval of Values

County/City Representative — Date

ROW Staff Representative — Date

APRAISAL REVIEW FORM – PENITAS DRAIN-RCSJ: N/A
PARCEL NO. 1A, 1B & 2A GAS LINE EASEMENT ONLY

REVIEWER'S CLIENT: Hidalgo County Urban County Program

INTENDED USERS OF APPRAISAL REVIEW: Hidalgo County Urban County Program and Hidalgo County Precinct No. 3.

INTENDED USE OF APPRAISAL REVIEW OPINIONS AND CONCLUSIONS: Quality Control and Confirmation

PURPOSE OF THE REVIEW ASSIGNMENT: (1) To evaluate compliance with USPAP, (2) To develop and communicate a conclusion of the quality of the fee appraiser's work, (3) To determine if the results of the work under review were credible for the intended user's intended use (4) To recommend a value for approval and negotiations.

JURISDICTIONAL EXCEPTION: An assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. This appraisal review has been completed in accordance with Hidalgo County standards, rules, regulations and policies. Therefore, if any part or portion of this appraisal review that precludes compliance to USPAP due to any specific standard, rule, regulation, or policy of the client or intended users, then the JURISDICTIONAL EXCEPTION RULE is invoked.

SCOPE OF THE APPRAISAL REVIEW - The Scope of Work for this appraisal review is to develop an opinion as to the completeness, accuracy, relevance, and reasonableness of the work under review, and that the appraisal report is appropriate and is in compliance with USPAP. The work under review is the appraisal report prepared by Mr. Leonel Garza III that has an effective date of 11-24-14 and a report date of 2-13-15. The scope of work also includes the following:

- Technical compliance with the local agency standards.
- Physically inspect the parcel from the road right of way.
- Check and review appraisal report for USPAP Compliance.
- Check and review appraisal report to determine quality of appraiser' work.
- Check report for mathematical calculations, approaches to value and accuracy of all statements.
- To insure continuity of value and appraisal methodology from parcel to parcel.
- Prepare appraisal review submission for Client that includes recommending a value for negotiations.
- Submit appraisal review report to client electronically.

COMPARABLE SALES/ CORRELATION: The appraiser Leonel Garza III selects three (3) recent sales similar to the subject in location and highest and best use to value the combined whole properties. The parts taken of each parcel are encumbered by gas line easements owned by Hilcorp Energy. The fee taking unencumbered portion of parcel 1A. is appraised at $5.00 per s.f. and the unencumbered fee portions of parcels 1B and 2A are appraised at $2.50 per s.f. The fee owner does not enjoy the full bundle of rights within the easement area and the appraiser estimates the rights taken to be 50% of the fee value. Thus, the Hilcorp Energy easement portion of parcel 1A is appraised at $2.50 per s.f. (50%) and the Hilcorp portion of parcels 1B and 2A are appraised at $1.25 per s.f (50%). The combined total of the Hilcorp Energy easement interests is $98,552.00.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

PROJECT SUMMARY:	**PRIMARY APPRAISER**
Part Acquired	$ 98,552.00
Improvement Value	$ 0.00
Total Value	$ 98,552.00
Damages & Cost to Cure	$ 0.00
Total Compensation	$ 98,552.00

COMMENTS: The appraiser has correctly supported the values estimated in the report and used proper appraisal technique according to current standards. The format is appropriate to a partial taking analysis and sets out the various items required.

APPRAISAL REVIEW COMMENTS

SUMMARY OF DATA:

ROW CSJ No. N/a
Parcel No. 1A, 1B & 2A Gas Line Easement Only - Penitas Drain
Primary Appraiser: Leonel Garza III
Effective Date of Appraisal: 11-24-14
Date of Appraisal Report: 2-13-15
Review Appraiser: Harvey L. Heerssen
Effective date of Appraisal Review: 2-13-15
Date of the Appraisal Review Report: 2-14-15

LOCATION: The whole property is located on the north side of US 83 Expressway. approximately 0.10 miles and 0.19 west of 23rd Street within the City of Penitas, Texas

DESCRIPTION: Acquisition of partial taking of 1.630 acres. For the improvement of Penitas Drain Ditch Project, Hidalgo County, Texas.

PROPERTY OWNER: Hilcorp Energy

OWNER AFFORDED OPPORTUNITY TO ACCOMPANY APPRAISER: Yes

INTEREST ACQUIRED: Easement

APPRAISAL FORM: ROW-A-5

SUBJECT: The whole property is located on the north side of US 83 Expressway. approximately 0.10 and 0.19 miles west of 23rd Street within the City of Penitas, Texas. The subject whole property is currently vacant land with the highest and best use is for commercial development purposes that is consistent with the current trends along US 83 and this immediate area.

The appraiser Leonel Garza III selects three (3) recent sales similar to the subject in location and highest and best use to value the combined whole properties. The parts taken of each parcel are encumbered by gas line easements owned by Hilcorp Energy. The fee taking unencumbered portion of parcel 1A. is appraised at $5.00 per s.f. and the unencumbered fee portions of parcels 1B and 2A are appraised at $2.50 per s.f. The fee owner does not enjoy the full bundle of rights within the easement area and the appraiser estimates the rights taken to be 50% of the fee value. Thus, the Hilcorp Energy easement portion of parcel 1A is appraised at $2.50 per s.f. (50%) and the Hilcorp portion of parcels 1B and 2A are appraised at $1.25 per s.f (50%). The combined total of the Hilcorp Energy easement interests is $98,552.00.

The appraiser has also considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The taking area does not constitute an economic unit of more or lesser value on a severed basis and is valued as a pro-rata part of the whole property. The appraisal has been prepared on a form that is appropriate for the valuation of the property. The appraiser afforded the owner an opportunity to accompany him during the property inspection.

CONCLUSION: The appraisal report has been prepared based on recognized appraisal principles and standards, and thus conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser has presented good comparable sales that support the appraised value for this property and the overall quality of the appraiser's work is satisfactory. Based on the appraisal report and supporting comparable sales, I approve the final value conclusion and recommend that the appraisal be released for negotiations and acquisition.

ASSUMPTIONS AND LIMITING CONDITIONS

Client: Hidalgo County Urban County Program
RCSJ: N/A
Parcel No. 1A, 1B & 2A Gas Line Easement Only

This appraisal review is made subject to the following:

The legal description as provided by the client is assumed to be correct.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. The right of way map and all other relevant data furnished by the client are assumed to be correct.

It is assumed that the property reviewed is unencumbered by adverse easements.

The property is reviewed as though free and clear from all liens and encumbrances in fee simple interest to the surface rights only.

No personal property including appliances not fixed to the realty, furnishing, vehicles, trade fixtures, or intangible items are included in the appraisal review.

Any allocation of the total value estimated in this review report between the land and improvements applies only to this parcel under review. The separate values allocated to the land and improvements must not be used in conjunction with any other appraisal report of another parcel and are invalid if so used.

The existence of potentially hazardous material and or toxic waste that may or may not be present on the property was not observed by the review appraiser. However, the review appraiser is not an expert on such matters and is not qualified to detect such substances, and no responsibility is assumed for any hazardous conditions, nor for any expertise required to discover them. The value conclusion of the appraisal review is based on the assumption that no significant environmental problems exist that would adversely affect the value or marketability of the subject property.

The professional competency of the review appraiser should not be presumed to include the knowledge or experience of a professional surveyor, architect, engineer, title lawyer or other specialist.

The appraiser was furnished comparable sale data and other data from sources considered reliable and the review appraiser assumes that all data furnished the appraiser is reliable and accurate but the reviewer does not assume responsibility for the accuracy of all items furnished by other parties.

The review appraiser has developed an opinion of value in this review, and the value is a reasonable opinion of market value. The client is reminded that the value is placed on real estate by market forces and not necessarily by the review appraiser.

The client is reminded that market value changes as the market changes with time. The value contained in this review report is as of the retrospective effective date of the appraisal review report. Any passage of time may render the value inaccurate and unsuitable.

ASSUMPTIONS AND LIMITING CONDITIONS
(CONTINUED)

PENITAS DRAIN PROJECT
PARCEL NO. 1A, 1B & 2A GAS LINE EASEMENT ONLY – ROW CSJ: N/A

The submission of the appraisal review does not include the requirement of publication, court testimony or court appearance. Special arrangements will have to be made for this purpose, including fees and time frames.

I do not authorize the out-of-context quoting from or partial reprinting of the appraisal review report. Further, neither all nor any part of the contents of this appraisal review shall be disseminated to the public through advertising media, public relations media, news media, sales media or any public means or communications without the prior written consent and approval of the undersigned.

The liability of the review appraisal is limited to the client and intended users only and does not extend to any third parties or to users not specifically designated or authorized. The total liability of the review appraiser is limited to the amount of the fee received by the review appraiser for the report.

CERTIFICATION

RCSJ-N/A- PARCEL 1A, 1B & 2A GAS LINE EASEMENT ONLY
PENITAS DRAIN PROJECT

I certify that to the best of my knowledge and belief:

The statements of fact contained in this review report are true and correct.

The reported analyses, opinions, and conclusions in this review report are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review or to the parties involved with this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analysis, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a recent personal field inspection of the subject project and parcel no. 3 from the road right of way on November 19, 2013.

No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

Harvey L. Heerssen
Texas State Certified General
Real Estate Appraiser, TX–1327190-G

2-14-15
Date

Form ROW-A-19A
(Rev. 07/11)
Page 1 of 1

EVALUATION OF APPRAISER

Appraiser: Leonel Garza III
ROW CSJ: N/A
Parcel: 1A, 1B & 2A Gas Line Easement Only
Whole Taking ☐ Partial Taking ☒

District: Pharr
Type of Property: Commercial Development
Date Due: 2-14-15
Date Received: 2-14-15

1) Analysis of Report		Adequate	Less Than Adequate
Neighborhood Discussion and Data		☒	☐
Identification of Subject Property		☒	☐
Site Date Comments		☒	☐
Description of Subject Improvements	N/A	☐	☐
Photographs of Subject		☒	☐
Improvement Sketch	N/A	☐	☐
Sketch of Whole Property		☒	☐
Highest and Best Use		☒	☐
Cost Approach	N/A	☐	☐
Analysis of Market Approach Data		☒	☐
Income Approach Applicable?	☒ N/A	☐	☐
Reconciliation		☒	☐
Appraisal of Part Taken		☒	☐
Appraisal of Remainder Properties		☒	☐
Estimation of Damages and Cost to Cure		☒	☐
Statement of Appropriate & Limiting Conditions		☒	☐

2) Is the report considered to be adequate overall? Yes ☒ No ☐

3) Is the report complete and mathematically correct? Yes ☒ No ☐

4) Were corrections required? Yes ☒ No ☐

If YES:
(A) Was appraiser available? Yes ☒ No ☐
(B) Was appraiser cooperative? Yes ☒ No ☐
(C) Were corrections timely? Yes ☒ No ☐

5) Did the appraiser comply with the appraisal assignment? Yes ☒ No ☐

6) Comments concerning appropriateness of appraisal methods and techniques used in the appraisal report being reviewed: The appraiser utilized comparable sales in the immediate neighborhood that are very comparable to the subject and adequately support the final conclusion..

7) Additional Comments: None

8) Does the appraisal comply with the provisions of the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation with the exceptions of permitted departure and jurisdictional exception?
Yes ☒ No ☐

Date: February 14, 2015 Evaluator: Harvey L. Heerssen

A19A

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: East Expressway 83 (N/S), 0.10 miles west of 23rd Street, Peñitas, Texas. District: 21

Property Owner: Hilcorp Energy Parcel: 1A, 1B, 2A (Existing Gas Easement Only)

Address of Property Owner: 1201 Louisiana Street, Suite 1400, Houston, Texas 77002 ROW CSJ: N/A

Occupant's Name: Vacant Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition Highway: Peñitas Drain / I-2 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $98,552 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Robert B. Thompson and Mil Encinos Development LTD, the fee property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Hidalgo County Precinct No. 3, Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature
State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

February 13, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Henry L. Heiman February 14, 2015
Reviewing Appraiser Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property owner, shall be given a stated value based on the assessment established by the corresponding appraisal district and or by off-site estimation by appraiser. In addition, the subject is encumbered with an existing gas line easement in the name of Hilcorp gas company. This report shall be utilized to determine the easement value for the easement holder only. The underlying fee simple value will be determined in a separate report prepared for the fee owners of record. Separate negotiations shall be performed with the fee owner of record as per client.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by CVQ Land Surveyors, LLC out of McAllen, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope requires the appraiser to make the extraordinary assumption that the subject property is free from contamination, of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner (fee owner) shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and/or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources, which included the Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. It is known that an existing abandon gas line and easement is located within the part to be acquired. The underlying fee land value within the gas easement shall be included in the valuation of the subject property. A separate report shall be created for easement holders interest in the existing easement.

Property Rights Appraised

The property rights being appraised in this report consist of the easement of the existing gas line located within the part to be acquired. Easement is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 246, by the Appraisal Institute as being: "Nonpossessory (incorporeal) interest in landed property conveying use, but not ownership of a portion of that property." Pursuant to the scope of the assignment, this is the manner which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____ 1A

Fee Owner of Record_____ Robert B. Thompson
13500 North Rancho Vistoso Boulevard, Oro Valley AZ 85755

Easement Owner of Record Hilcorp Energy

Current Use _____ Vacant

Subject Address or Location __ East Expressway 83 (N/S), 0.10 Miles west of 23rd Street, Peñitas, Texas

Legal Description of Part
To Be Acquired_____ A tract of land containing 1.987 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 237, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.987 acres of land also being a part or portion of that tract deeded to Robert B. Thompson, recorded in Document No. 1566900, H.C.D.R. and Document No. 1110082, H.C.D.R., and also being a part or portion of a tract of land deeded to the R & S Lamont Family Trust, recorded in Document No. 2256143, H.C.D.R., and said 1.987 acres parcel being more particularly described by metes and bounds description. *(This land area includes the entire acquisition area including the existing gas line easement. As per date of this report a separate legal description of the existing easement has not been provided to this appraiser.)*

Gas Easement Area_____ 0.180 Acres

The subject property is a vacant tract of land located along northside of East Expressway 83, approximately 0.10 miles west of 23rd Street within the City of Penitas, Texas. No physical address exists for the site as the tract is not subdivided further nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. Extension of these services is available to the developer. The part to be acquired is 86,569 square feet located along the eastern boundary of the subject property. No site improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2. In addition, the subject property is occupied with two separate easements. The first easement is a 30.0' wide gas easement in favor of Rio Grande Valley Gas Company that traverses in an east/west direction along the southern boundary of the subject property. The second easement is a 60.0' wide easement in favor of Atlantic Richfield Company now owned by Hilcorp Energy, that traverses in a north/south direction along the northern center of the proposed acquisition area along the eastern boundary of the subject property as a whole. This secondary easement is the subject of this report. The other interest involved including the other gas easement and fee simple interest shall be incorporated in separate offers and or negotiations with those interest holders. As per scope of the assignment only the gas easement (0.180 acres) owned by Hilcorp Energy shall be included in the body of this report for compensation. Other interest holders shall be compensated accordingly in separate appraisal reports as per scope.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.987 acres or approximately 86,569 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 481.52' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value of the part to be acquired in fee simple and to determine the market value in easement. The segment within subject that is currently encumbered with an easement owned by Hilcorp Energy shall be valued with the dividing interest of the land value between both parties (Easement Holder & Fee Owner). For purposes of this report each party, Hilcorp Energy and the fee land holder shall be compensated at 50% of market value for their respective interest in the encumbered fee portion of the acquisition.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____ 1B

Owner of Record _____ Robert B. Thompson
13500 North Rancho Vistoso Boulevard, Oro Valley AZ 85755

Easement Owner of Record Hilcorp Energy

Current Use _____ Vacant

Subject Address or Location __ Peñitas Street (E/S), 0.10 miles north of East Expressway 83, and 0.08 miles east of Peñitas Street, Peñitas, Texas

Legal Description of Part
To Be Acquired_____ A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 234, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.928 acres of land also being a part or portion of that tract deeded to Robert B. Thompson, recorded in Document No. 1566900, H.C.D.R. and Document No. 1110082, H.C.D.R., and also being a part or portion of a tract of land deeded to the R & S Lamont Family Trust, recorded in Document No. 2256143, H.C.D.R., and said 1.928 acres parcel being more particularly described by metes and bounds description. *(This land area includes the entire acquisition area including the existing gas line easement. As per date of this report a separate legal description of the existing easement has not been provided to this appraiser.)*

Gas Easement Area_____ 0.643 Acres

The subject property is a vacant tract of land located along Peñitas Street (E/S), approximately 0.10 miles north of East Expressway 83, and 0.08 miles east of Peñitas Street within the City of Penitas, Texas. The primary access to the subject property is from East Expressway 83. No physical address exists for the site as the tracts are not subdivided nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. Extension of these services is available to the developer. The part to be acquired is 86,569 square feet located along the eastern boundary of the subject property which no improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2. In addition, the subject property is occupied with a 60.0' wide easement in favor of Atlantic Richfield Company now owned by Hilcorp Energy, that traverses in a north/south direction along the northern center of the proposed acquisition area along the eastern boundary of the subject property as a whole. As per scope of the assignment only the gas easement (0.643 acres) owned by Hilcorp Energy shall be included in the body of this report for compensation. Other interest holders shall be compensated accordingly in separate appraisal reports as per scope.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.928 acres or approximately 84,001 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 466.67' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach. This is performed in order to determine the unit market value of the part to be acquired in fee simple and to determine the market value in easement. The segment within subject that is currently encumbered with an easement owned by Hilcorp Energy shall be valued with the dividing interest of the land value between both parties (Easement Holder & Fee Owner). For purposes of this report each party, Hilcorp Energy and the fee land holder shall be compensated at 50% of market value for their respective interest in the encumbered fee portion of the acquisition.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No. 2A

Owner of Record Mil Encinos Development LTD
P.O. Box 653, Peñitas, Texas 78576

Easement Owner of Record Hilcorp Energy

Current Use Vacant – Row Crop Farming

Subject Address or Location Penitas Street (E/S), 0.19 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas

Legal Description of Part To Be Acquired A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 227, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos development, LTD, recorded in Document No. 1295638, H.C.D.R., and said 1.928 acres parcel being more particularly described by metes and bounds description. *(This land area includes the entire acquisition area including the existing gas line easement. As per date of this report a separate legal description of the existing easement has not been provided to this appraiser.)*

Gas Easement Area 0.807 Acres

The subject property is a vacant tract of land located Penitas Street (E/S), 0.19 miles north of East Expressway 83, and approximately 0.08 miles east of Penitas Street, within the City of Penitas, Texas. The primary access to the subject property is from Diamond Avenue. No physical address exists for the site as the tract is not subdivided nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. The part to be acquired is 84,001 square feet located along the eastern boundary of the subject property which no improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2. In addition, the subject property is occupied with two 60.0' wide easements segments, both in favor of Atlantic Richfield Company now owned by Hilcorp Energy. The first located along the northern boundary traversing in an east/west direction and the second, located along the center of the proposed acquisition area along the eastern boundary of the subject as a whole traversing in a north/south direction. As per scope of the assignment only the gas easement (0.807 acres) owned by Hilcorp Energy shall be included in the body of this report for compensation. Other interest holders shall be compensated accordingly in separate appraisal reports as per scope.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.928 acres or approximately 84,001 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 466.67' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value of the part to be acquired in fee simple and to determine the market value in easement. The segment within subject that is currently encumbered with an easement owned by Hilcorp Energy shall be valued with the dividing interest of the land value between both parties (Easement Holder & Fee Owner). As per scope of the assignment only the gas easement owned by Hilcorp Energy shall be included in the body of this report for compensation.

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.843 acres, which Hilcorp Energy contains a 60' wide gas line easement totaling 2.453 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant", shall be utilized to determine the overall market unit rate for fee simple subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired in easement. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole. The interest of the gas line easement shall be the only portion of interest valued in the body of this report pursuant to the scope of the assignment.

Remainder Before & After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. Based on the off-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired. As for the easement there shall not be a remainder as per client as the property shall be owned in fee simple upon acquisition of the underlying fee and the subject easement.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition.

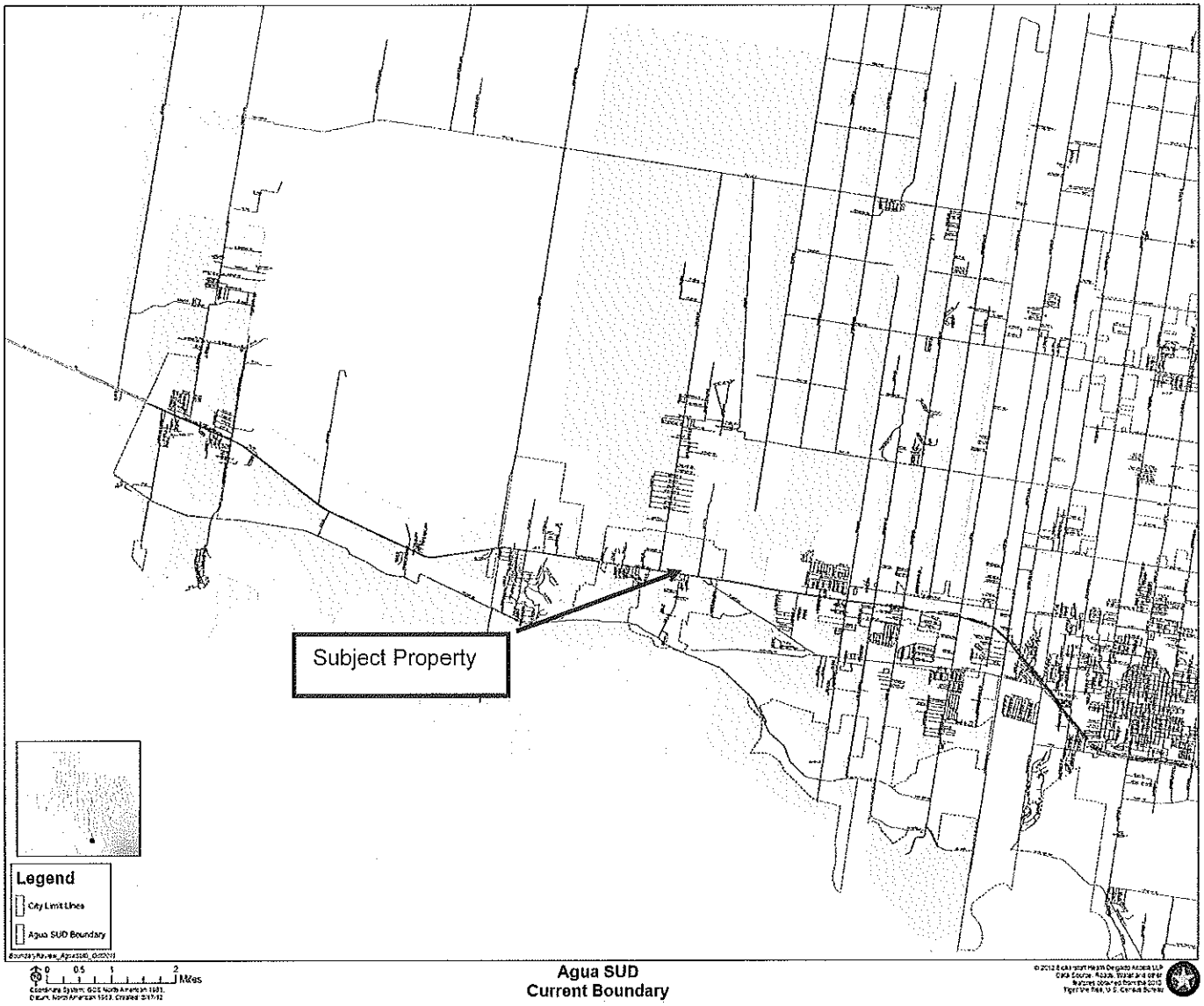
Environmental Statement

This appraiser has made an off-site inspection of the subject property. No obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns that may influence its marketability and/or value. It is known that an existing abandon gas line is located within the part to be acquired. Is known that the subject may contain a gas pipeline located within the subject easement area. Verification of an existing line is outside the scope this assignment. It is unknown if this line is active or not.

Utilities Services Available

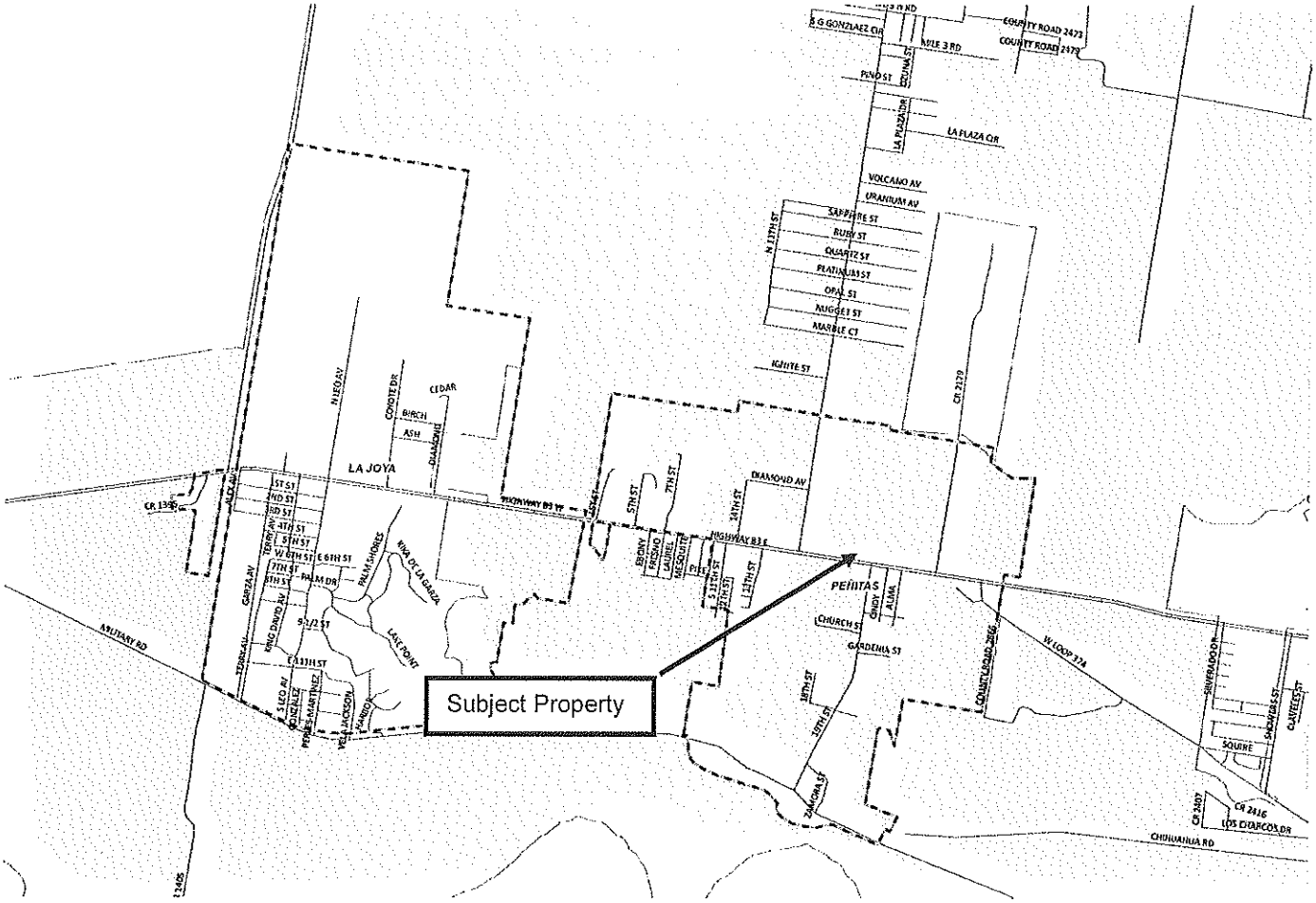
The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited and is available for those tracts located within the City limits of Penitas, Texas and surrounding City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua SUD
Current Boundary

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Form ROW-A-5 (Rev. 08/11)

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 1A

Local Address: East Expressway 83 (N/S), 0.10 miles west of 23rd Street, Peñitas, Texas.

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Expressway 83
Photo 2: Expressway 83

Looking: Photo 1: Northern View
Photo 2: Northwestern View

Photo 1
General view of the subject property along the northern boundary of Expressway 83.

Photo 2
Another view of the subject property along the northern boundary of Expressway 83.

Point which taken: Photo 3: Expressway 83
Photo 4: Expressway 83

Looking: Photo 3: Western View
Photo 4: Eastern View

Photo 3
Street View of Expressway 83. The subject property is on the right side in this photo.

Photo 4
Street view of Expressway 83. The subject property is on the left side in this photo.

Form ROW-A-5 (Rev. 08/11)

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 1B

Local Address: Peñitas Street (E/S), 0.10 miles north of East Expressway 83, and 0.08 miles east of Peñitas Street, Peñitas, Texas.

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Peñitas Street
Photo 2: Peñitas Street

Looking: Photo 1: Eastern View
Photo 2: Northeastern View

Photo 1
General view of the subject property along the Peñitas Street.

Photo 2
Another view of the subject property along the eastern boundary of Peñitas Street.

Point which taken: Photo 3: Peñitas Street
Photo 4: Peñitas Street

Looking: Photo 3: Northern View
Photo 4: Southern View

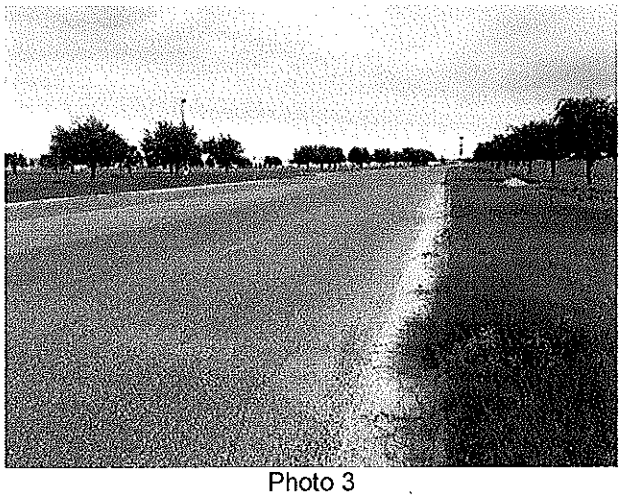


Photo 3
Street View of Peñitas Street. The subject property is on the right side in this photo.

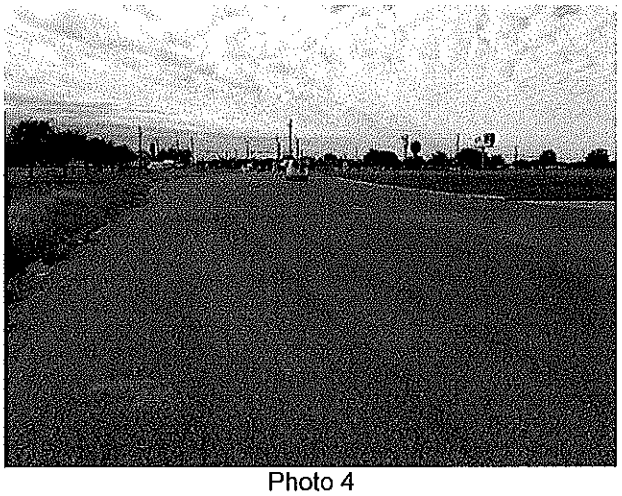


Photo 4
Street view of Peñitas Street. The subject property is on the left side in this photo.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 2A

Local Address: Penitas Street (E/S), 0.19 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Diamond Avenue
Photo 2: Diamond Avenue

Looking: Photo 1: Southern View
Photo 2: Southeastern View

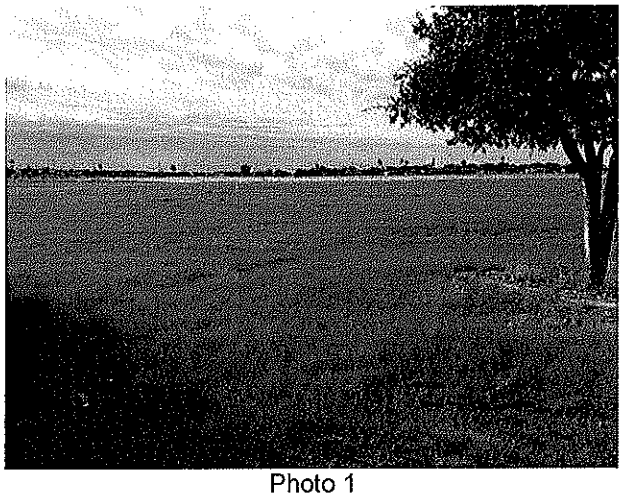


Photo 1

General view of the subject property along Diamond Avenue.

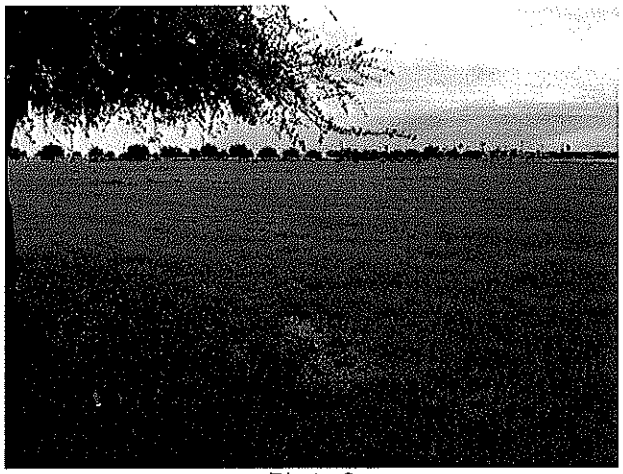


Photo 2

Another view of the subject property along the southern boundary of Diamond Avenue.

Point which taken: Photo 3: Diamond Avenue
Photo 4: Diamond Avenue

Looking: Photo 3: Western View
Photo 4: Eastern View

Photo 3

Street View of Diamond Avenue. The subject property is on the right side in this photo.

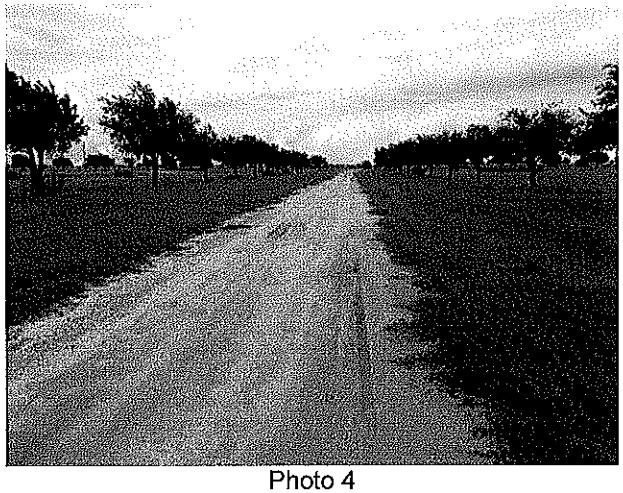
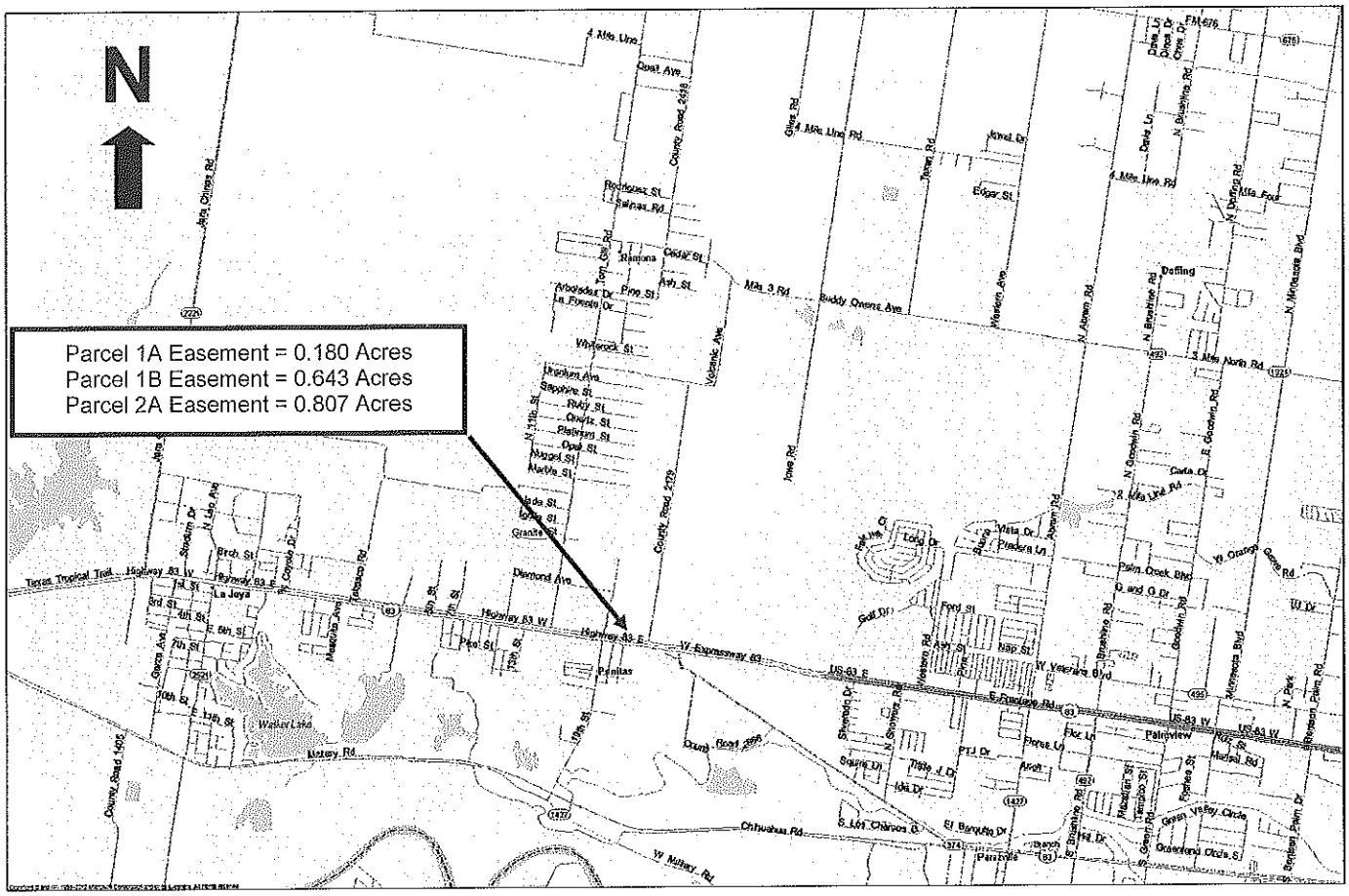


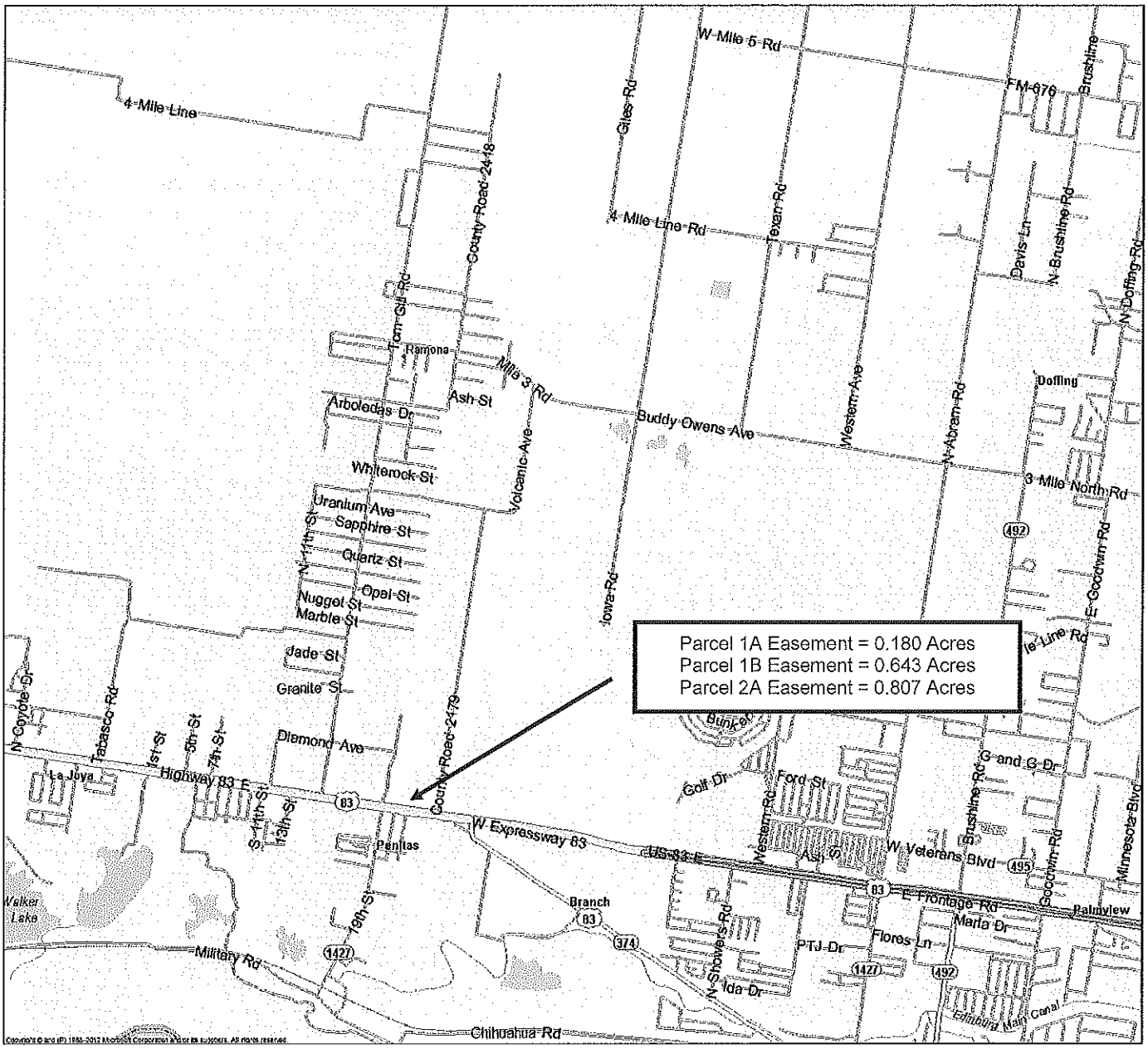
Photo 4

Street view of Diamond Avenue. The subject property is on the left side in this photo.

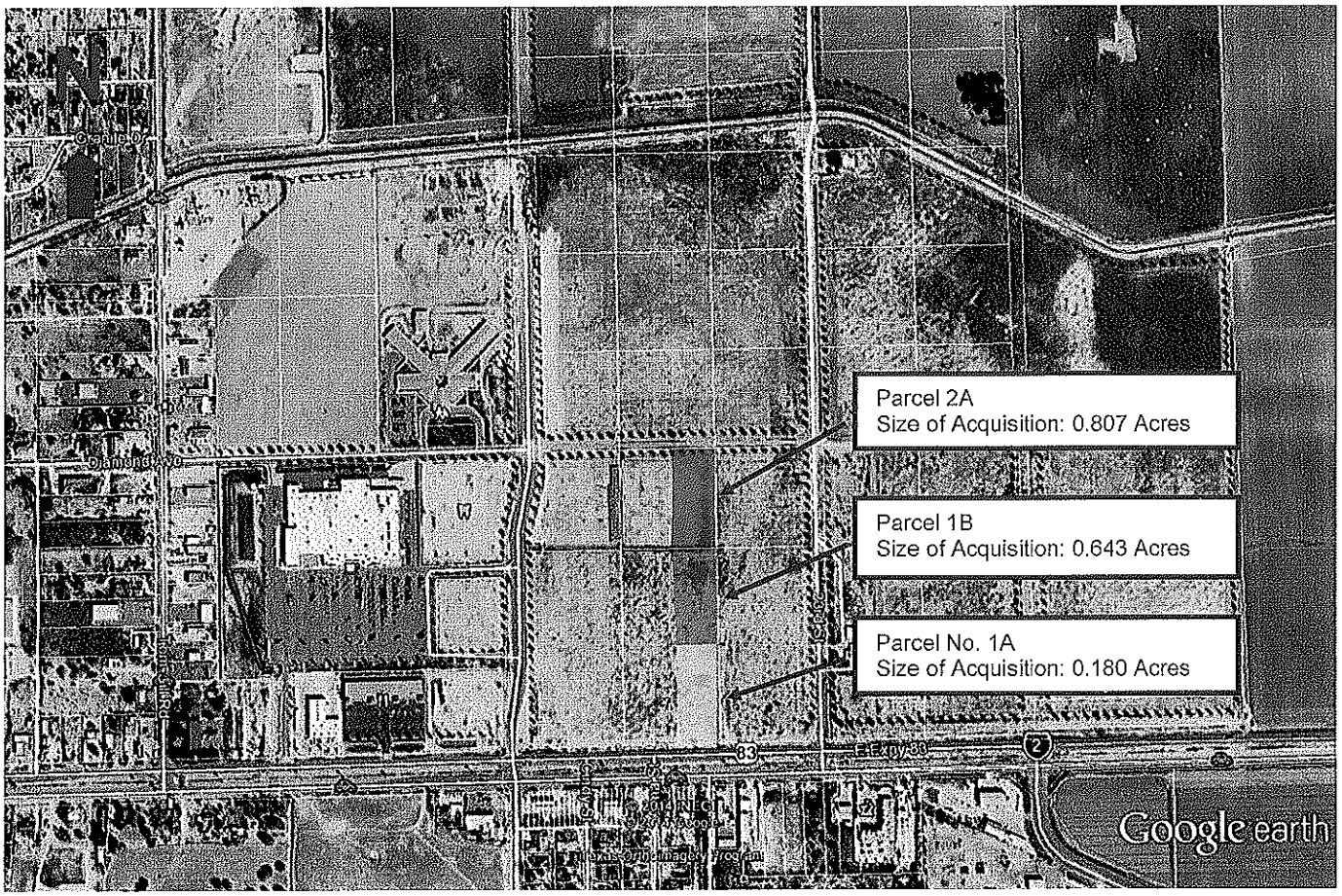
CITY MAP OF SUBJECT



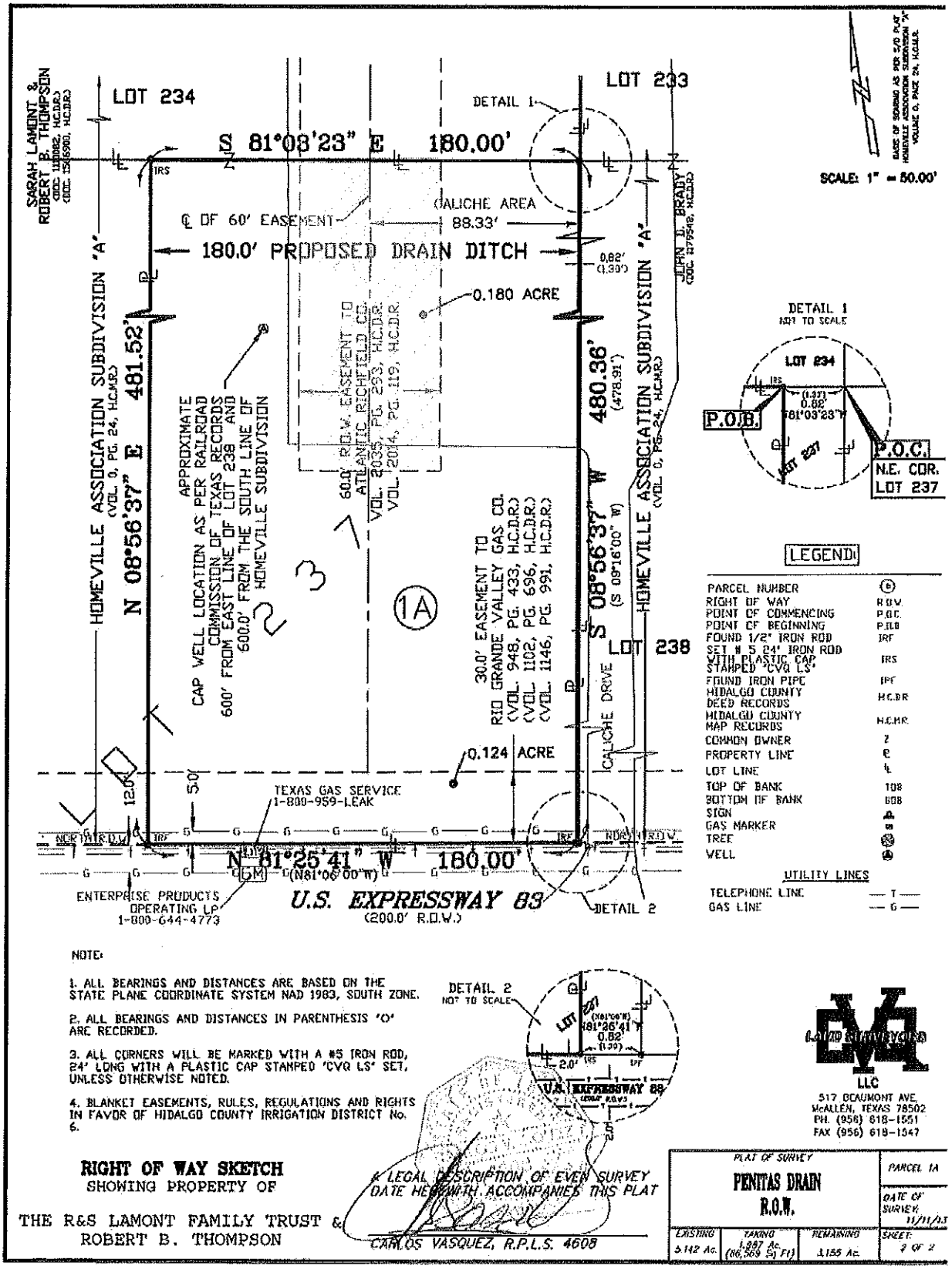
LOCATION MAP OF SUBJECT



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED



THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE HIGHLIGHTED AREA AND INCLUDES THE FEE SIMPLE AND EASEMENT AREAS OF THE ACQUISITION AREA



SCALE: 1" = 50.00'

DETAIL 1
NOT TO SCALE

LEGEND

PARCEL NUMBER	Ⓟ
RIGHT OF WAY	R.O.W.
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
FOUND 1/2" IRON ROD	IRF
SET #5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS
FOUND IRON PIPE	IPF
HIDALGO COUNTY DEED RECORDS	H.C.D.R.
HIDALGO COUNTY MAP RECORDS	H.C.M.R.
COMMON OWNER	Z
PROPERTY LINE	℄
LOT LINE	℄
TOP OF BANK	TOB
BOTTOM OF BANK	BOB
SIGN	
GAS MARKER	
TREE	
WELL	

UTILITY LINES

TELEPHONE LINE	— T —
GAS LINE	— G —

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS '()' ARE RECORDED.
3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24' LONG WITH A PLASTIC CAP STAMPED 'CVQ LS' SET, UNLESS OTHERWISE NOTED.
4. BLANKET EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT No. 6.

DETAIL 2
NOT TO SCALE

LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

THE R&S LAMONT FAMILY TRUST &
ROBERT B. THOMPSON

& LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

PLAT OF SURVEY			PARCEL 1A
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING	SHEET:
3.142 Ac.	1.987 Ac. (86,569 Sq Ft)	1.155 Ac.	2 OF 2

Yellow Highlight – Existing Gas Line Easement Only

Parcel 1A

METES AND BOUNDS DESCRIPTION
1.987 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

LAND SURVEYORS L.L.C.

Parcel 1A: THE R & S LAMONT FAMILY TRUST AND ROBERT B. THOMPSON

A tract of land containing 1.987 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 237, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.987 acres of land also being a part or portion of that tract deeded to Robert B. Thompson, recorded in Document No. 1566900, H.C.D.R. and Document No. 1110082, H.C.D.R., and also being a part or portion of a tract of land deeded to the R & S Lamont Family trust, recorded in Document No. 2256143, H.C.D.R., and said 1.987 acres of land also being more particularly described as follows;

COMMENCING on the Northeast corner of said Lot 237, **THENCE**, N 81° 03' 23" W, along the North line of said Lot 237, a distance of 0.82 feet (1.30 feet) to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on West line of a tract of land deeded to John D. Brady, recorded in Document No. 1179548, H.C.D.R., for the northeast corner of this tract and **POINT OF BEGINNING**;

THENCE, S 08° 56' 37" W (S 09° 16' 00" W), along the West line of said Brady tract, at a distance of 450.36 feet pass the North line of said 30.0 foot Easement, and continuing a total distance of 480.36 feet (478.91 feet) to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North right-of-way of U.S. Expressway 83, for the southeast corner of this tract;

THENCE, N 81° 25' 41" W (N 81° 06' 00" W), along the North right-of-way of said U.S. Expressway 83, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, at a distance of 30.00 feet pass the North line of a 30.0 foot Easement deeded to the Rio Grande Valley Gas Company, recorded in Volume 948, Page 433, H.C.D.R., Volume. 1102, Page 696, H.C.D.R., and Volume 1146, Page 991, H.C.D.R., and continuing a total distance of 481.52 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said Lot 237, for the northwest corner of this tract;

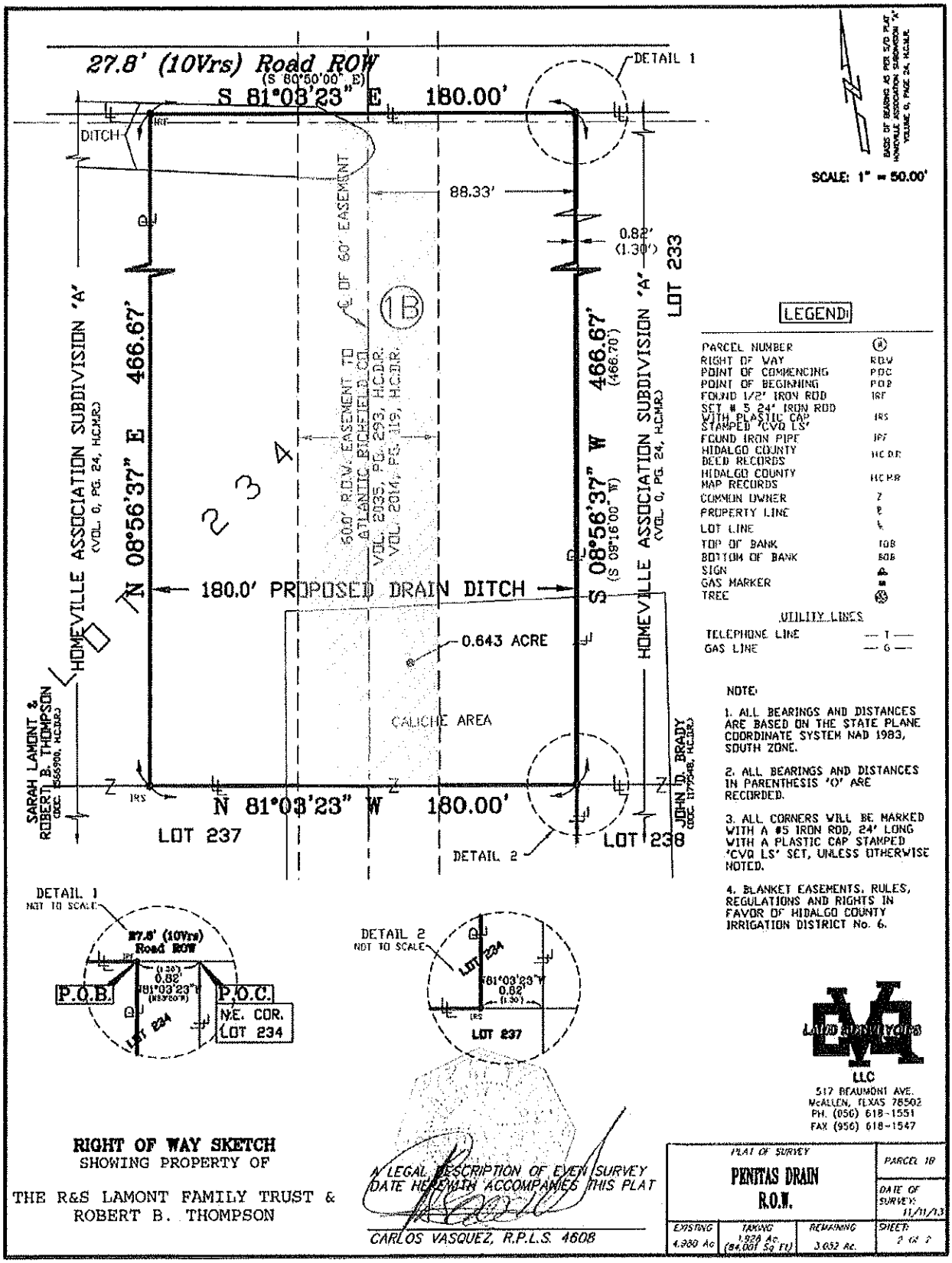
THENCE, S 81° 03' 23" E, along the North line of said Lot 237, a distance of 180.00 feet to the **POINT OF BEGINNING**, containing 1.987 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



Yellow Highlight – Existing Gas Line Easement Only

LAND SURVEYORS

L.L.C.

Parcel 1B

METES AND BOUNDS DESCRIPTION
1.928 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel 1B: THE R & S LAMONT FAMILY TRUST AND ROBERT B. THOMPSON

A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 234, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.928 acres of land also being a part or portion of that tract deeded to and Robert B. Thompson, recorded in Document No. 1566900, H.C.D.R. and Document No. 1110082, H.C.D.R., and also being a part or portion of a tract of land deeded to The R & S Lamont Family trust, recorded in Document No. 2256143, H.C.D.R., and said 1.928 acres of land also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 234 and South right-of-way of a 27.8 foot (10Vrs) Road, **THENCE**, N 81° 03' 23" W (N 80° 50' W) along the North line of said Lot 234 and South right-of-way of said 27.8 foot Road, a distance of 0.82 feet (1.30 feet) to an iron pipe found on Northwest corner of a tract of land deeded to John D. Brady, recorded in Document No. 1179548, H.C.D.R., for the northeast corner of this tract and **POINT OF BEGINNING;**

THENCE, S 08° 56' 37" W (S 09° 16' 00" W), a distance of 466.67 feet (466.70 feet) to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South line of said Lot 234, for the southeast corner of this tract;

THENCE, N 81° 03' 23" W, along the South line of said Lot 234, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, a distance of 466.67 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said Lot 234 and South right-of-way of said 27.8 foot Road, for the northwest corner of this tract;

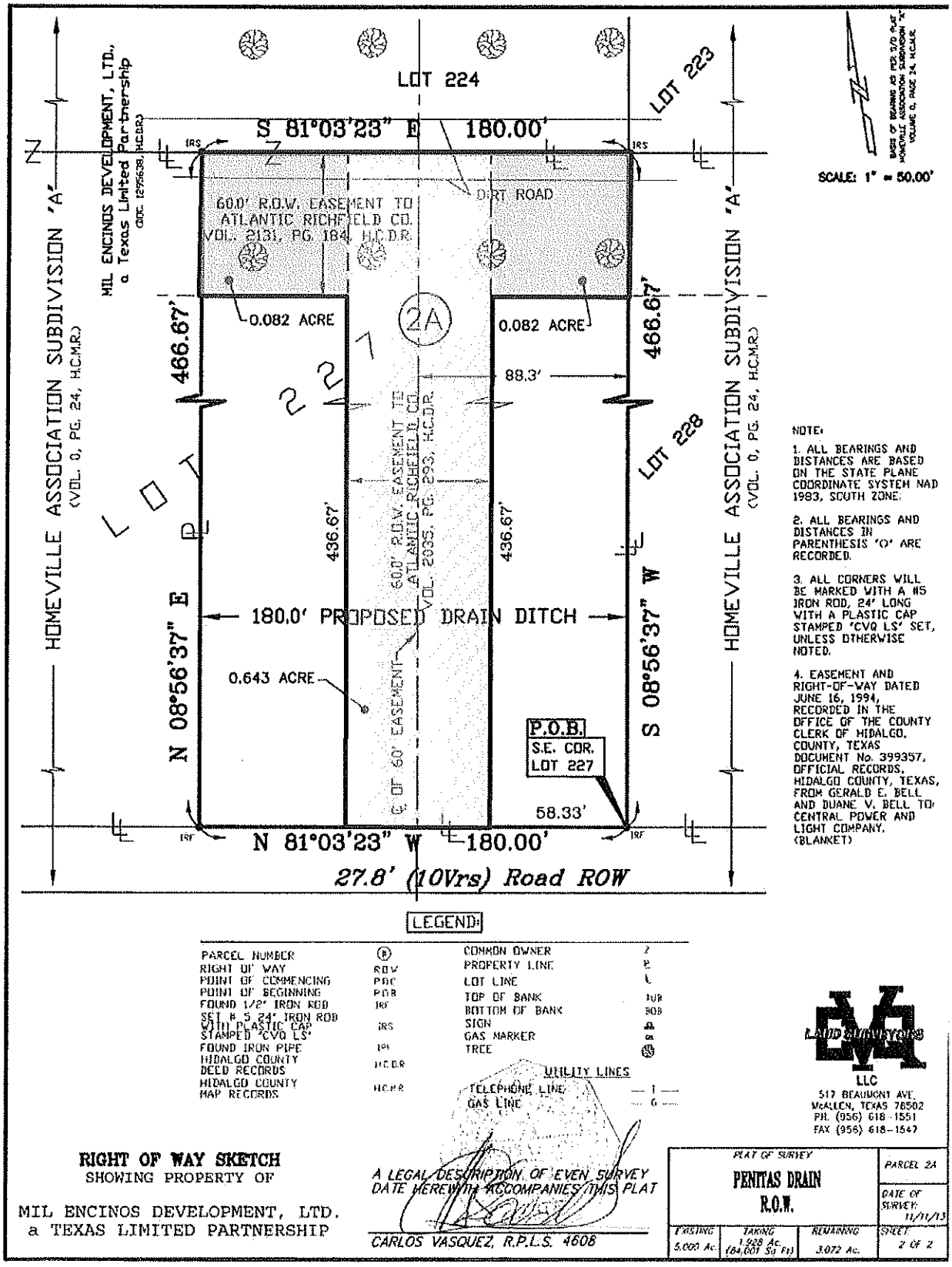
THENCE, S 81° 03' 23" E (S 80° 50' 00" E), along the North line of said Lot 234 and South right-of-way of said 27.8 foot Road, a distance of 180.00 feet to the **POINT OF BEGINNING,** containing 1.928 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL BEARINGS AND DISTANCES IN PARENTHESIS '()' ARE RECORDED.

3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED 'CVQ LS' SET, UNLESS OTHERWISE NOTED.

4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY, (BLANKET)

LEGEND:

PARCEL NUMBER	(P)	COMMON OWNER	
RIGHT OF WAY	ROW	PROPERTY LINE	
POINT OF COMMENCING	POC	LOT LINE	
POINT OF BEGINNING	POB	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	SIGN	
FOUND IRON PIPE	IPF	GAS MARKER	
HIDALGO COUNTY DEED RECORDS	H.C.D.R.	TREE	
HIDALGO COUNTY MAP RECORDS	H.C.M.R.	UTILITY LINES	
		TELEPHONE LINE	T
		GAS LINE	G

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

MIL ENCINOS DEVELOPMENT, LTD.
a TEXAS LIMITED PARTNERSHIP

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

PLAT OF SURVEY			PARCEL 2A
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING	SHEET
5.000 Ac.	1.928 Ac. (84,001 Sq Ft)	3.072 Ac.	2 OF 2

Yellow Highlight – Existing Gas Line Easement Only

Parcel 2A

METES AND BOUNDS DESCRIPTION
1.928 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

LAND SURVEYORS L.L.C.

Parcel 2A: MIL ENCINOS DEVELOPMENT, LTD., a Texas Limited Partnership

A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 227, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos Development, Ltd., a Texas Limited Partnership, recorded in Document 1295638, H.C.D.R., and said 1.928 acres of land also being more particularly described as follows;

BEGINNING on an iron rod found on the southeast corner of said Lot 227 and the North right-of-way of a 27.8 foot (10Vrs) Road, for the southeast corner of this tract and **POINT OF BEGINNING;**

THENCE, N 81° 03' 23" W, along the South line of said Lot 227 and North right-of-way of said 27.8 foot Road, at a distance of 58.33 feet pass the East line of a 60.0 foot Easement deeded to Atlantic Richfield Company, recorded in Volume 2035, Page 293, H.C.D.R., at a distance of 118.33 feet pass the West line of said 60.0 foot Easement, and continuing a total distance of 180.00 feet to an iron rod found, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, at a distance of 406.67 feet the South line of said 60.0 foot Easement deeded to Atlantic Richfield Company, recorded in Volume 2131, Page 184, H.C.D.R., and continuing a total distance of 466.67 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said Lot 227, for the northwest corner of this tract;

THENCE, S 81° 03' 23" E, along the South line of said Lot 227, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 227, for the northeast corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 227, at a distance of 60.00 feet pass the South line of said 60.0 foot Easement deeded to Atlantic Richfield Company, and continuing a total distance of 466.67 feet to the **POINT OF BEGINNING**, containing 1.928 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 12, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of (Parcel 1A & 1B) Robert B. Thompson & R&S Lamont Family Trust with a mailing address of 13500 North Rancho Vistoso Boulevard, Oro Valley, AZ 85755. The subject property has been under this ownership since November 9, 2011 at which time the property was transferred from Sarah Lamont for an undisclosed amount. (Parcel 2A) Mil Encinos Development, LTD with a mailing address of P.O. Box 653, Penitas, TX 78576. The subject property has been under this ownership since February 9, 2004 at which time the property was transferred from D&S Bell Enterprises for an undisclosed amount. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194470	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Robert B. Thompson & R&S Lamont Family Trust	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		10.13 Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	162,080	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	4,528	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	166,608	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	16,000 / Acre		
			TAX RATE	2.630400

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194462	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Mil Encinos Development LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	15,000	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	15,000	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	3,000 / Acre		
			TAX RATE	2.630400

Exposure & Marketing

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Highest & Best Use

The subject property highest and best use "as if vacant" is for commercial use development for the fee simple estate. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Penitas, municipal zoning ordinance restrictions are applicable. In discussion with the City, it was indicated that the proposed zoning in the Mil Encinos Development is the only section of which zoning has been indicated. As for the subject, based on the location and adjoining tracts to the west, commercial retail is indicated to be a reasonable assumption for this tract under the fee simple estate.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the fee simple estate, a commercial retail type or mixed use development (Office/Multifamily) use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for commercial retail development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a commercial retail highest and best use.

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for commercial or mixed use development use.

VALUATION APPROACHES
Cost Approach ..... $ 1,119,926
Sales Comparison Approach ..... Not Applicable
Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	$ -

Easement Value (Parcel 1A)	7,840 SF @	$	2.50 / SF	=	$	19,600
Hilcorp Energy (Gas Line)						
Easement Value (Parcel 1B)	28,009 SF @	$	1.25 / SF	=	$	35,011
Hilcorp Energy (Gas Line)						
Easement Value (Parcel 2A)	35,153 SF @	$	1.25 / SF	=	$	43,941
Hilcorp Energy (Gas Line)						
Total Land Value					**$**	**98,552**
Reconciled Final Value					**$**	**98,552**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID — **REPRESENTATIVE COMPARABLE SALES (Parcel 1A)**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Sarah Lamont	Lone Star National Bank		Red Rock Real Estate Development Group LTD, a Texas Limited Partnership		KVS Family Limited Partnership	
Grantee	Robert Thompson & R&S Lamont Family Trust	McDonald's Real Estate Company dba (Delaware) McDonald's Real Estate Company		Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust		Wal-Mart Estate Business Trust	
Date	November 9, 2011	February 28, 2014		June 24, 2013		August 22, 2013	
Sales Price	$ -	$ 750,000		$ 5,665,936		$ 12,629,012	
Unit Price	$ - / SF	$ 5.14 / SF		$ 5.68 / SF		$ 4.00 / SF	
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	US Expressway 83 / Interstate 2 - Penitas,TX	Similar	0%	Similar	0%	Similar	0%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	0%	Irregular	0%	Irregular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	0%
Frontage	US Expressway 83 / Interstate 2	Interstate 2 btwn Coyote Drive & Diamond Street	0%	Canton Road & Interstate 69C	0%	FM 493 / Just North of US Expressway 83	0%
Size of Tract	223,985 SF	145,926 SF	0%	997,524 SF	0%	3,157,272 SF	0%
Net Adjustments			0%		0%		0%
Indicated Unit Value		$ 5.14 / SF		$ 5.68 / SF		$ 4.00 / SF	

Estimated Unit Value of Fee Simple Area $ **5.00 / SF**
Estimated Unit Value of Easement Area $ **2.50 / SF**

Land Value Easement (Easement Holder - Hilcorp Energy) **7,840SF x $2.50 / SF** $ **19,600**
$ **19,600**

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID — **REPRESENTATIVE COMPARABLE SALES** (Parcel 1B & 2A)

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	P1B = Sarah Lamont P2A = D&S Bell Enterprises	Lone Star National Bank	Red Rock Real Estate Development Group LTD, a Texas Limited Partnership	KVS Family Limited Partnership
Grantee	P1B = Robert Thompson & R&S Lamont Family Trust P2A = Mil Encinos Development Inc.	McDonald's Real Estate Company dba (Delaware) McDonald's Real Estate Company	Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust	Wal-Mart Estate Business Trust
Date	February 9, 2004	February 28, 2014	June 24, 2013	August 22, 2013
Sales Price	$ -	$ 750,000	$ 5,665,936	$ 12,629,012
Unit Price	$ - / SF	$ 5.14 / SF	$ 5.68 / SF	$ 4.00 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Interior Tract / Diamond Avenue	Superior -35%	Superior -35%	Superior -35%
Corner Influence	Interior Tract	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Rectangular	Irregular 0%	Irregular 0%	Irregular 0%
Topography	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer 0%	Water / Elect / Sewer 0%	Water / Elect / Sewer Nearby 0%
Frontage	Extension of Diamond Avenue	Interstate 2 btwn Coyote Drive & Diamond Street -15%	Canton Road & Interstate 69C -15%	FM 493 / Just North of US Expressway 83 -15%
Size of Tract	434,729 SF	145,926 SF 0%	997,524 SF 0%	3,157,272 SF 0%
Net Adjustments		-50%	-50%	-50%
Indicated Unit Value		$ 2.57 / SF	$ 2.84 / SF	$ 2.00 / SF

Estimated Unit Value of Fee Simple Area $ **2.50 / SF**

Estimated Unit Value of Easement Area $ **1.25 / SF**

Land Value Easement (Easement Holder - Hilcopr Energy) **63,162SF x $1.25 / SF** $ **78,952**

$ **78,952**

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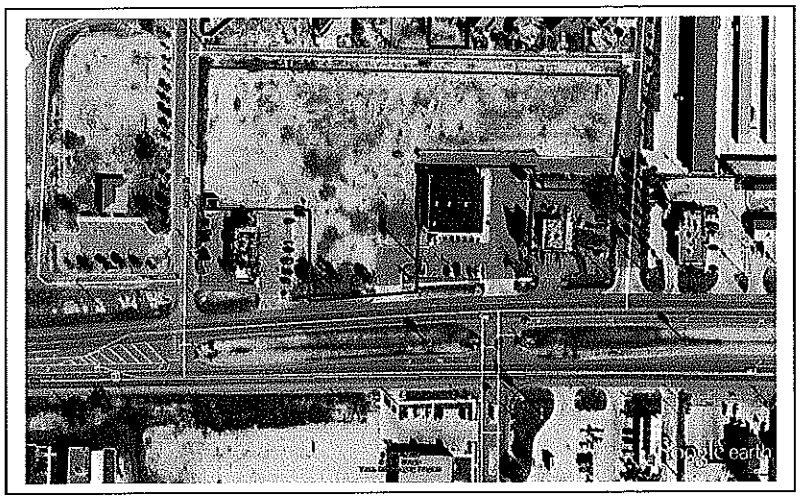
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1A, 1B, and 2A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Lone Star National Bank
Grantee/Lessee: McDonald's Real Estate Company dba (Delaware) McDonald's Real Estate Company

Date: February 28, 2014 Recording Information: Document No. 2490124 Key Map: Tex-Maps Pg 241-A5

Address: North side of Interstate 2 between Coyote Drive and Diamond Street, La Joya, Texas Zip Code: 78560

Legal Description: 3.35 Acres of Land, Being All of Lots 10-B, 10-C, and 10-D, Map of Lots 10-A, 10-B, 10-C and 10-D, Town & Country Subdivision, an Addition to the City of La Joya, Hidalgo county, Texas, According To the map or Plat thereof Recorded in Volume 48, Page 156, Map Records of Hidalgo County, Texas.

Confirmed Price: $750,000 Verified with: Confidential Source

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 3.35 Acres / 145,926 SF Unit Price: $223,881 / Acre ($5.14 / square foot)

Type Street: Asphalt Paved – Interstate 2 & Coyote Drive Utilities: All Utilities Available

Improvement(s) Description: None as of the date of sale

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Commercial

Date of Inspection: January 5, 2015 Zoning: Commercial Flood Plain:

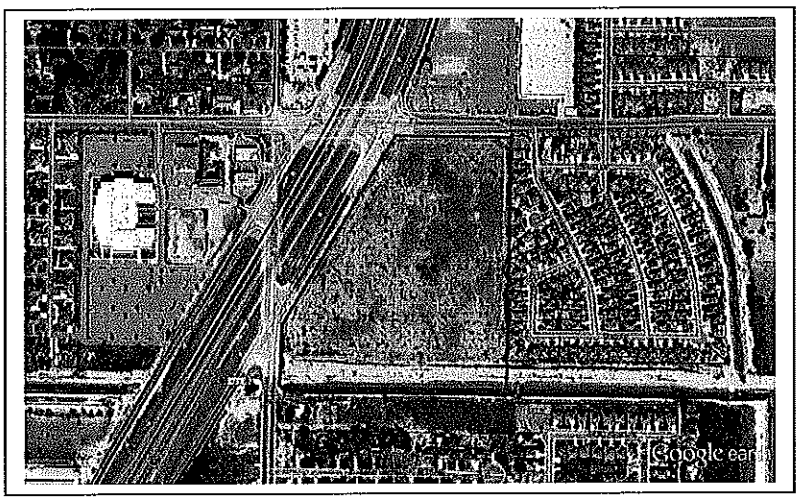
Attach additional information as necessary.
Property was purchased for the redevelopment of the existing McDonald Restaurant and other future development.

Appraiser: Leonel Garza III February 13, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1A, 1B, & 2A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Red Rock Real Estate Development Group, LTD, a Texas Limited Partnership
Grantee/Lessee: Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust
Date: June 24, 2013 Recording Information: Deed No. 2424253 Key Map: Tex-Maps Pg 249-A2
Address: SEC of Canton Road and Interstate 69C, Edinburg, Texas Zip Code: 78539
Legal Description: Lots 1, 2, and 3, Wal-Mart Supercenter Store No. 5809, Hidalgo County, Texas.
Confirmed Price: $5,665,936 Verified with: Grantor and Deed Records
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 22.90 Acres / 997,524 Square Feet Unit Price: $247,421 Acres ($5.68 / Square Feet)
Type Street: Asphalt Paved – Canton Rd & US 281 Utilities: All Utilities Available
Improvement(s) Description: None As Per Date of Sale
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant (At Time of Sale) Highest & Best Use: Commercial
Date of Inspection: January 5, 2015 Zoning: General Commercial Flood Plain: District

Attach additional information as necessary.
Property was purchased for the development of a Wal-Mart Super Center.

Appraiser: Leonel Garza III February 13, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 1A, 1B, & 2A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: KVS Family Limited Partnership Grantee/Lessee: Wal-Mart Real Estate Business Trust
Date: August 22, 2013 Recording Information: Deed No. 2443370 Key Map: Tex-Maps Pg 281-E7
Address: FM 493 (Donna Boulevard), Donna, Texas Zip Code: 78537
Legal Description: A 72.481 acre tract of land, more or less, out of the J. J. Ynojosa De Balli Survey, A-54, an addition to the City of Donna, Hidalgo County, Texas.
Confirmed Price: $12,629,012 Verified with: Confirmed with Grantor
Terms and Conditions of Sale: Cash to Seller
Rental Data: N/A
Land Size: 72.481 Acres / 3,157,272 Square Feet Unit Price as Vacant: $174,239 /Acre
$4.00/ Square Foot
Type Street: Asphalt Paved Utilities: Electric, Public Water, Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Walmart Super Center Highest & Best Use: Commercial Retail / Light Industrial
Date of Inspection: January 5, 2015 Zoning: Not Applicable Flood Plain: Zone X

Attach additional information as necessary.
The subject was purchased for the development of a Walmart Super Center. Only a portion of the property is being utilized for the Walmart. The remainder is reserved for other retail pad sites typically found surrounding this development.

Appraiser: Leonel Garza III February 13, 2015
Date

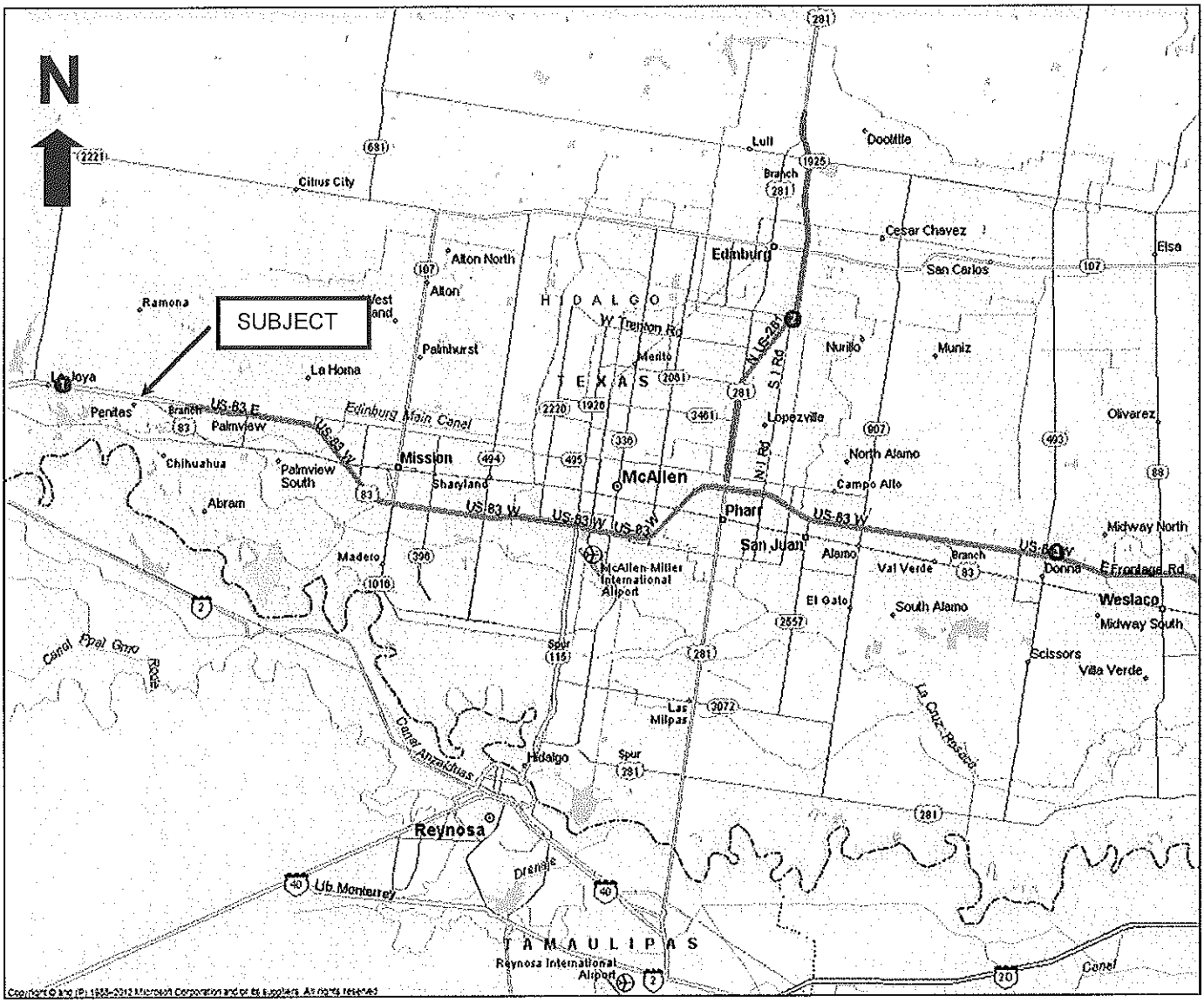
Explanation of Adjustments with Reconciliation: Parcel 1A

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along US Expressway 83 and other similar developments along similar highways in Hidalgo County. Each of these sales was selected based on the surrounding developments similar to that of the on-going Mil Encinos Development and Master Plan. The three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. An unadjusted unit range of market value of $4.00 per square foot to $5.14 per square foot was indicated by the comparable sales prior to adjustment. After applicable adjustments were made to each of the selected sales, the unit range of value for the subject property was determined to be $4.00 per square foot to $5.68 square feet. Based on the existing developments and surrounding land use within the immediate market area, the existing gas line easement and the location of the existing cap well on the property, a unit value near the mid-range was selected for the determination of overall market value, $5.00 per square foot for the fee simple estate. The valuation of the subject as a whole in fee simple is determined with an encumbered fee land area or easement of 7,840 square feet (0.180 acres). The subject as a whole has a gas line easement of which each interest holder shall be valued at 50% ownership for each entity including the fee owner. Therefore, 0.180 acres (7,840 square feet) shall be valued at $2.50 per square foot for the Hilcorp Energy easement.

Explanation of Adjustments with Reconciliation: Parcel 1B & 2A

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along US Expressway 83 and other similar developments along similar highways in Hidalgo County. Each of these sales was selected based on the surrounding developments similar to that of the on-going Mil Encinos Development and Master Plan. The three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. An unadjusted unit range of market value of $4.00 per square foot to $5.14 per square foot was indicated by the comparable sales prior to adjustment. After applicable adjustments were made to each of the selected sales, the unit range of value for the subject property was determined to be $2.00 per square foot to $2.84 square foot. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $2.50 per square foot for the fee simple estate. The valuation of the subject as a whole in fee simple is determined to be with an encumbered fee land area or easement of 63,162 square feet (1.450 acres). The subject as a whole has a gas line easement of which each interest holder shall be valued at 50% ownership for each entity including the fee owner. Therefore, 1.450 acres (63,162 square feet) shall be valued at $1.25 per square foot for the Hilcorp Energy easement.

COMPARABLE SALES MAP



Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
No Improvements Indicated	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					$ -
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					$ -
Site Improvements					
No Site Improvements Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					$ -

	Net Land Area			Price / SF		
Land Value (Fee)	-	SF	@	$ 5.00		$ -
Land Value Easement Parcel 1A (Hilcorp Energy @ 50% Interest of Fee)	7,840	SF	@	$ 2.50		$ 19,600
Land Value Easement Parcel 1B (Hilcorp Energy @ 50% Interest of Fee)	28,009	SF	@	$ 1.25		$ 35,011
Land Value Easement Parcel 2A (Hilcorp Energy @ 50% Interest of Fee)	35,153	SF	@	$ 1.25		$ 43,941
Estimated Value By Cost Approach						$ 98,552

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/sf	$ -	/sf	$ -	/sf	$ -	/sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/sf	$ -	/sf	$ -	/sf
Estimated Unit Value of Fee Simple Area						$ -	/sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Sales Comparison Approach (As Improved) to value was not required for the subject property as the subject is a vacant tract and land. Therefore, this approach to value is not applicable.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....	$ -		N/A
Vacancy	%	$ -		$ -
Effective Gross Income	.....			$ -
Expenses:				$ -
Fixed Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable Management.....		$ -		$ -
Other	.....	$ -		$ -
	.....	$ -		$ -
	.....	$ -		$ -
Total Expenses	.....			N/A
Net Operating Income	.....			$ -
Income Capitalized @	%	.....		$ -
Plus: Value of Excess Land (if any)		.....		$ -
		.....		$ -
Estimated Value By Income Approach		.....		**N/A**

The Income Approach to value was not required for the subject property, as the subject is a vacant tract and land and therefore, this approach to value is not applicable.

Form ROW-A-5 (Rev. 08/11)

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for commercial development.

Contributory Value of Improvements (Itemized)								
No Improvements Indicated							$ -	
							$ -	
							$ -	
							$ -	
Total Contributory Value of Improvements								**$ -**
Fee	-	SF	@	$	5.00	/ SF	$ -	
Easement	7,840	SF	@	$	2.50	/ SF	$ 19,600	
Easement	28,009	SF	@	$	1.25	/ SF	$ 35,011	
Easement	35,153	SF	@	$	1.25	/ SF	$ 43,941	
Total Land								$ 98,552
TOTAL AS A UNIT								**$ 98,552**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)								
No Improvements Indicated							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
Total Contributory Value of Improvements								**$ -**
Land	-	SF	@	$	-	/ SF	$ -	
Easement	-	SF	@	$	-	/ SF	$ -	
Total Land								$ -
TOTAL AS A UNIT								**$ -**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for commercial use development and or assemblage with the adjoin tracts.

VALUATION APPROACHES

Cost Approach _____ $ -

Sales Comparison Approach _____ Not Applicable

Income Approach _____ Not Applicable

Reconciliation of Approaches to Value:
The subject acquistiion is a whole acquistion of the existing gas line easement held by Hilcorp Energy. No remainder is indicated as per survey upon purchase of the fee simple and easement interest within the part to be acquired as described by survey.

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value Fee Simple	-	SF @	$ -	/ SF	=	$ -
Easement Value	-	SF @	$ -	/ SF	=	$ -
Total Land Value						**$ -**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					$ -
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					$ -
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					$ -

	Net Land Area			**Price / SF**			
Land Value (Fee)	-	**SF**	@	$	-		$ -
Land Value (Easement)	-	**SF**	@	$	-		$ -
Land Value (Easement)	-	**SF**	@	$	-		$ -
Estimated Value By Cost Approach							$ -

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers for building and site improvements.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID		REPRESENTATIVE COMPARABLE SALES					
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - /sf	$ - /sf		$ - /sf		$ - /sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - /sf		$ - /sf		$ - /sf	
Estimated Unit Value of Fee Simple Area						$ - /sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as the subject is a vacant tract of land and no remainder shall exist as per scope.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the subject property as a remainder after is not required as the subject is a vacant tract of land and no remainder shall exist as per scope.

Form ROW-A-5 (Rev. 08/11)

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is _____ $ 98,552

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) _____ $ 98,552

REMAINING PROPERTY

The value of the remainder immediately before the taking is _____ $ -

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is _____ $ -

NET DAMAGES OR ENHANCEMENTS, (if any) _____ $ -

ACCESS:

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of _____ $

COST TO CURE _____ $ -

TOTAL COMPENSATION _____ $ **98,552**

EXHIBITS

1. Certification of Appraisal
2. Assumptions and Limiting Conditions
3. Qualification of Appraiser
4. Certified Letter of Intent to Inspect & Tracking Data
5. Hidalgo County Appraisal District Data

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

"direct access" to the remainder after the State's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway.

I have performed no other appraisal services, as an appraiser or in any other capacity in regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Profile

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, transmission line easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

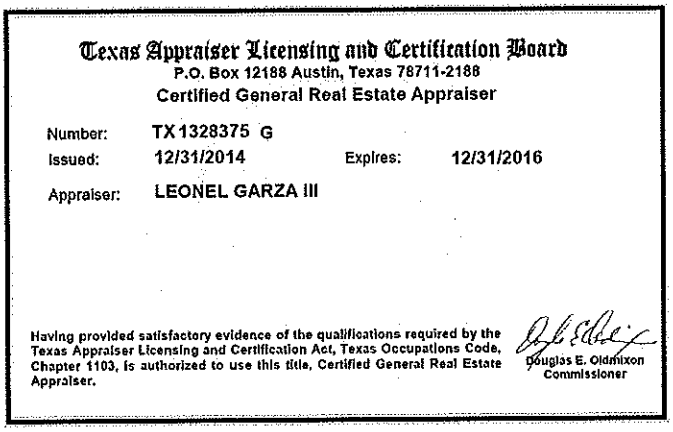
Education & Licenses

Graduate, 1995, Texas A&M University,
College Station, Texas (Bachelor of Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2015 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute

Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-way Association (IRWA) (Member # 7899430)

Public Service

City of McAllen Planning and Zoning Board (Active Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

City of McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

City of McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

City of McAllen Ambulance Advisory Committee (Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

City of McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Active Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

LETTER OF INSPECTION SENT TO OWNER OF RECORD

Leonel Garza Jr. & Associates LLC

Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 1A and 1B

Robert B. Thompson
13500 N Rancho Vistoso Blvd
Oro Valley, AZ 85755

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of Robert B. Thompson. Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-4509

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

CERTIFIED MAIL

LEONEL GARZA
1419 DOVE AVENUE SL
MC ALLEN, TX 78504

7012 2920 0001 5645 6343

MCALLEN TX 785

$006.69

RETURN RECEIPT REQUESTED

Robert B. Thompson
13500 N. Rancho Vistoso Blvd.
Oro Valley, AZ 85755

UNABLE TO FORWARD

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert B. Thompson
13500 N. Rancho Vistoso Blvd.
Oro Valley, AZ 85755

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6343

PS Form 3811, July 2013 Domestic Return Receipt

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 2A, 2B, 3A and 3B

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of Mil Encinos Development LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

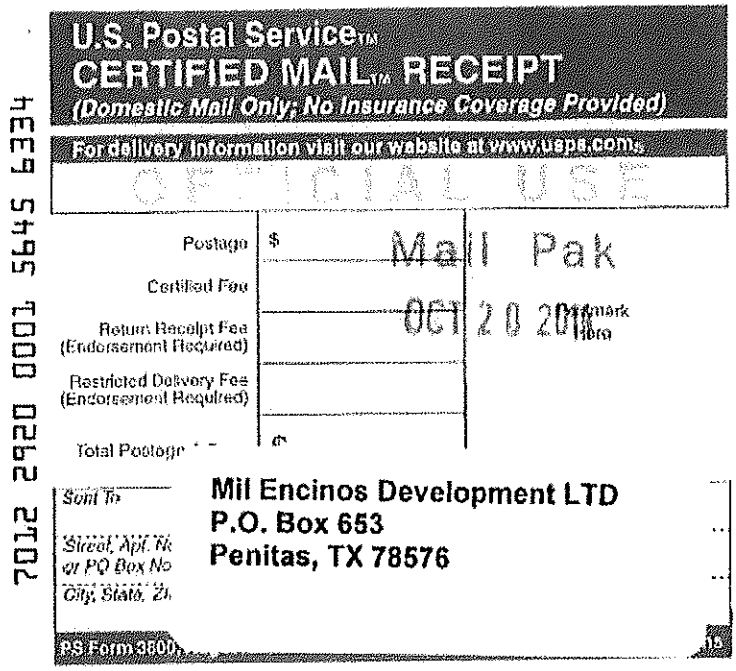
With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-4509

Leonel Garza Jr. & Associates LLC



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OFFICIAL USE

Postage $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage

OCT 20 2014 Postmark Here

Sent To
Street, Apt. No. or PO Box No.
City, State, Zip

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800

7012 2920 0001 5645 6334

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bee ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jerry Bee
C. Date of Delivery 10/22/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6334

PS Form 3811, July 2013 Domestic Return Receipt

HIDALGO COUNTY APPRAISAL DISTRICT DATA

Property Search Results > 194470 THOMPSON ROBERT B & R&S LAMONT FAMILY TRUST for Year 2015

Property

Account

Property ID:	194470	Legal Description:	HOMEVILLE A 5AC/LOT 234 & 5.13AC/LOT 237 10.13 AC NET
Geographic ID:	H4250-01-000-0234-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	CPN VOL 1714 PG 892-
Neighborhood CD:	H425001		

Owner

Name:	THOMPSON ROBERT B & R&S LAMONT FAMILY TRUST	Owner ID:	971328
Mailing Address:	APT 526 13500 N RANCHO VISTOSO BLVD ORO VALLEY, AZ 85755-5974	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$308,884	$4,528
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$308,884	
(–) Ag or Timber Use Value Reduction:	–	$304,356	
(=) Appraised Value:	=	$4,528	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$4,528	

Taxing Jurisdiction

Owner: THOMPSON ROBERT B & R&S LAMONT FAMILY TRUST
% Ownership: 100.0000000000%
Total Value: $308,884

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$4,528	$4,528	$0.00
CPN	CITY OF PENITAS	0.434500	$4,528	$4,528	$19.67
DR1	DRAINAGE DISTRICT #1	0.095700	$4,528	$4,528	$4.33
GHD	HIDALGO COUNTY	0.590000	$4,528	$4,528	$26.72
HCTR2	COUNTY-TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$4,528	$4,528	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$4,528	$4,528	$6.79
R01	ROAD DIST 01	0.000000	$4,528	$4,528	$0.00
SLJ	LA JOYA ISD	1.311000	$4,528	$4,528	$59.36
SST	SOUTH TEXAS SCHOOL	0.049200	$4,528	$4,528	$2.23
TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$4,528	$4,528	$0.00
THCPN	COUNTY-PENITAS TAX INCREMENT ZONE 1	0.000000	$4,528	$4,528	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$119.10
				Taxes w/o Exemptions:	$119.10

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	10.1300	441262.80	0.00	0.00	$308,884	$4,528

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	$0	$308,884	4,528	4,528	$0	$4,528
2014	$0	$162,080	4,528	4,528	$0	$4,528
2013	$0	$162,080	4,336	4,336	$0	$4,336
2012	$0	$162,080	4,224	4,224	$0	$4,224

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/9/2011 12:00:00 AM	GFD	GIFT DEED	LAMONT SARAH & I	THOMPSON ROBEI			2256143
2	1/13/2006 12:00:00 AM	GFD	GIFT DEED	THOMPSON VIRGIL	LAMONT SARAH & I			1566900
3	8/9/2002 12:00:00 AM	PRW	PROBATED WILL	THOMPSON EDIE B	THOMPSON VIRGIL			1110082

Hidalgo CAD

Property Search Results > 194462 MIL ENCINOS DEVELOPMENT LTD for Year 2015

Property

Account

Property ID:	194462	Legal Description:	HOMEVILLE A LT 227 5.00 AC
Geographic ID:	H4250-01-000-0227-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	MIL ENCINOS DEVELOPMENT LTD	Owner ID:	546639
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$15,000	$2,235	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$15,000		
(–) Ag or Timber Use Value Reduction:	–	$12,765		
(=) Appraised Value:	=	$2,235		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$2,235		

Taxing Jurisdiction

Owner: MIL ENCINOS DEVELOPMENT LTD
% Ownership: 100.0000000000%
Total Value: $15,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$2,235	$2,235	$0.00
CPN	CITY OF PENITAS	0.434500	$2,235	$2,235	$9.71
DR1	DRAINAGE DISTRICT #1	0.095700	$2,235	$2,235	$2.14
GHD	HIDALGO COUNTY	0.590000	$2,235	$2,235	$13.19
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$2,235	$2,235	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$2,235	$2,235	$3.35
R01	ROAD DIST 01	0.000000	$2,235	$2,235	$0.00
SLJ	LA JOYA ISD	1.311000	$2,235	$2,235	$29.30
SST	SOUTH TEXAS SCHOOL	0.049200	$2,235	$2,235	$1.10
TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$58.79
				Taxes w/o Exemptions:	$58.79

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	5.0000	217800.00	0.00	0.00	$15,000	$2,235

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	$0	$15,000	2,235	2,235	$0	$2,235
2014	$0	$15,000	2,235	2,235	$0	$2,235
2013	$0	$15,000	2,140	2,140	$0	$2,140
2012	$0	$15,000	2,085	2,085	$0	$2,085

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	D & S BELL ENTERF	MIL ENCINOS DEVE			1295638
2	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERI			1181932
3	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779

AI-52587 **Urban County** **14. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Granjeno is requesting approval of a best and final negotiated contract for professional engineering services with Hinojosa Engineering Inc., in the amount of $60,000.00 utilizing CDBG FY (2012, 2013, 2014) Park Improvement funds.

BACKGROUND

On September 29, 2015, Commissioner's Court ranked and approved contract negotiations with Hinojosa Engineering Inc., for Professional Engineering Services. See attached contract, Exhibits and certificate of Liability Insurance.

Contract Amount:

Available Funds: $60,000.00

$ 27,961.00 2012 GRANJENO PARKS, REC. FACILITY IMPROVEMENTS
$ 20,642.37 2013 GRANJENO PARKS, REC. FACILITY IMPROVEMENTS
$ 272,721.30 2014 GRANJENO PARKS, REC. FACILITY IMPROVEMENTS
TOTAL: $ 321,324.67
ADDITIONAL FUNDS WILL BE AVAILABLE FOR PARK CONSTRUCTION AS OF JULY 1, 2016.

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:56 PM

Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Sandra Regalado		Started On: 12/08/2015 03:35 PM
Final Approval Date: 12/11/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **15th** day of **December, 2015** by and between **Urban County Program,** (hereinafter called the "Party") and **Hinojosa Engineering, Inc.**, duly authorized Engineer, herein acting by **Ricardo Hinojosa, Principal Engineer** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Granjeno Parks Recreational Facility Improvements** Account(s) **5012, 5013, 5014 & 5015-15-55-0306-5000-5500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer

will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 60,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within **ten (10) days** from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by

sixty (60) days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide

employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection

with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **December 15th, 2015**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer. This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Ricardo Hinojosa, Principal Engineer

Firm Name: **Hinojosa Engineering, Inc.**
Address: **108 W. 18th Street**
City/ST/ZIP: **Mission, TX 78572**

FED ID #/SS #: **74-2889172**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on December 1, 2015

Attachements:
Exhibit A: Scope of Services by Owner
Exhibit B: Scope of Service by Engineer
Exhibit C: Work Schedule
Exhibit D: Contract Rates

Exhibit "A"

(Scope of Services)

See Attached

Exhibit A

PARKS, RECREATIONAL FACILITIES

Project will consist of the overall development and construction of a park. Development will also include the purchase and installation of approximately 7 conventional lights throughout the park premises, landscaping, the installation of a sprinkler system, installation of track around the park perimeter, vented hexagon canopy with electrical outlets, kiosk square single post, basketball court, sand volleyball court, fitness area, construction of a parking lot to include asphaltic lines and handicapped accessibility, purchase and installation of park equipment (to include but not limited to a playscape, swing set, plastic timber, surfacing material, picnic tables, benches, litter receptacles, and other park equipment). Project will also include advertisements, professional service fees, material testing fees, surveying services, and related appurtenances as they pertain to project completion. And include the following to the existing project description: purchase and installation of a water sprinkler system, with powered solar pump throughout the city park area. Purchase and installation of solar lights throughout the park and parking lot area. Construction of bathroom facilities to include but not limited to advertisements, professional services and material testing as it pertains to project completion.

Location: 6607 South FM 494, Granjeno TX 78572

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2016

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT

(Description of Services)

City of Granjeno Park Recreational Facility Improvements

Preliminary Phase:

1. Attend preliminary conferences with the Owner regarding the project.

2. Provide for the surveying services necessary to determine and stakeout the existing right –of-way, property lines, to obtain the existing topography and cross-sections of the project and to provide the necessary mapping and plotting of the existing field conditions.

3. Based on the geotechnical Investigation and surveying services, prepare a preliminary engineering study and report on the Project, in sufficient detail to clearly indicate the problems involved and the alternate solutions available to the Owner; to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations.

4. Provide the Owner copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

B. **Design Phase:**

1. Perform any additional surveying services necessary to collect information required in the design of the Project.
2. Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
3. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

4. Furnish the Owner all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.

5. Assist the owner in the advertisement of the Project for bids.

6. Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

7. Assist in the preparation of formal contract documents for the award of contracts.

8. Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline..

C. **Construction Phase:**

1. The Engineer shall consult and advice Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of Engineer as assigned in the General Conditions of the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

2. The Engineer shall provide administration construction (as distinguished from the inspection of a resident engineer continuously at the site of the project), including visits of the Engineer or a competent representative of the Engineer to the site of construction whenever needed. In the administration of the Project, the Engineer will use his best efforts to protect the Owner against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify Owner of any such defect and take all steps possible to require Contractor to correct the deficiency.

3. Consult and advise with the Owner during construction.

4. Furnish the services of a resident Engineer and inspectors if Owner requests Engineer to do so, for continuous on-the-site inspection of construction, at Owner's expense.

5. Submit a written monthly report to the Owner which outlines the progress in a form and manner satisfactory to Owner.
6. Check shop or working drawing furnished by contractors.

7. Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

8. Review monthly and final estimates for payments to contractors, and furnish to the Owner any necessary certifications as to payments to contractors and suppliers. Ten percent retainage is to be withheld from all payments on construction contracts until final acceptance by Owner.

10. Prepare, explain and submit proposed contract change orders when applicable.

11. Supervise initial operation of the Project, following the completion of construction and supervised the necessary performance tests required by specifications.

12. Perform, in company with the Owner's representatives, a final inspection of the Project.

13. Revise contract drawings to show the work as actually constructed and furnish the Owner with (3) sets of prints.

EXHIBIT C

Project Schedule Per Engineer

City of Granjeno Schedule of Calendar Days

Schematic Design	14 Days
Owner Review/ Approval	7 Days
Design Development	14 Days
Owner Review/ Approval	7 Days
Construction Documents	28 Days
Owner Review	7 Days
Bidding Phase	21 Days
Construction Phase	90 Days

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2016

City of Granjeno Parks, Recreational Facility Improvements
Breakdown of hours of service per employee

Exhibit D

October 26, 2015

Civil Engineering

*Note: This Fee includes: 1) Schematic Design 2) Design Development
3) Construction Documents 4) Construction Administration
5) BID Document Process 6) Handicapped Accessibility

Principal
45 Hours x $180.00/HR. = $8,100.00

Project Manager
167 Hours x $150.00/HR.= $25,050.00

CADD Technician
164 Hours x $75.00/HR. = $12,300.00

Clerical
25 Hours x $55.00/HR. = $ 1,375.00

Surveying (Topography and Construction Staking)

RPLS
25 Hours x $120.00/HR. = $3,000.00

Survey Crew
90 Hours x $100.00/HR. =$9,000.00

Handicapped Accessibility = $1,200.00

Project Total Fee = $60,000.00

108 W. 18TH STREET • MISSION, TEXAS 78572 • TEL (956) 581-0143 • FAX (956) 581-2074

EXHIBIT E

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement # _____

WORK AUTHORIZATION NO._____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

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:

_____
By: Ricardo Hinojosa, P.E./President

THE OWNER:
HIDALGO COUNTY
URBAN COUNTY PROGRAM

_____
By: Diana Serna, Director

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for _____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY URBAN COUNTY PROGRAM

BY:_____
Diana Serna, Director

LIST OF ATTACHMENTS

(as required)

DRAFT

HINOENG-01 CANPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: shepard@shepins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acadia Insurance Co	31325
INSURED	INSURER B : Continental Western Ins Co	10804
Hinojosa Engineering Inc 108 W 18th St Mission, TX 78572	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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			CPA4672413-11	08/21/2015	08/21/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS			CPA4672413-11	08/21/2015	08/21/2016	BODILY INJURY (Per person)	$
	HIRED AUTOS [ ] NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE			CUA4672414-11	08/21/2015	08/21/2016	EACH OCCURRENCE	$ 5,000,000
	DED RETENTION $						AGGREGATE	$
								$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Urban County 427 E. Duranta Ave Suite 107 Alamo, TX 78516	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:

Date Entered: 12/3/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: Carl Davis PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED Hinojosa Engineering, Inc. 108 W. 18th St. Mission, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TEXAS MUTUAL INSURANCE ASSOCIATION INSURER B: IRONSHORE SPECIALTY INSURANCE CO INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001220174	02/15/2015	02/15/2016	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY			001285700	02/15/2015	02/15/2016	CLAIMS MADE	1,000,000
							AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY
427 E. DURANTA AVE.
SUITE 107
ALAMO, TEXAS 78516

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI-52586 **Urban County** **14. E.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase furniture for the Dr. Hector P. Garcia Memorial Library. Purchase will be made from Library Interiors of Texas (contract # 14/022CG-07) through Hidalgo County's membership/participation with Harris County Department of Education (HCDE) Choice Partners. The total amount of purchase is $13,458.29 (quote attached) funded thru UCP FY 28 (2015) Public Service (General) Library funds.

BACKGROUND

The furniture will be utilized at the Dr. Hector P. Garcia Memorial Library. See attached quote.

Vendor:	**Library Interiors of Texas**	
Purchase Amount:	**$13,458.29**	
Funds Available:	$13,000.00	FY 28 (2015) Public Service (General) – Library
	+ $458.29	City of Mercedes General Fund
	$13,458.29	

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:56 PM

Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Sandra Regalado		Started On: 12/08/2015 03:27 PM
Final Approval Date: 12/11/2015		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: Choice Partners — Person Contacted: Michael Taylor
Name: Library Interiors of Texas, LLC — Contract #: 14/022CG-07 — Phone: 1-888-689-5489

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Arcadia Serafina Ganging Lounge Chair, Fixed Legs, Armless	5	1,384.00	899.60	4,498.00
2	Arcadia Serafina Connecting Bridge Table, 45 Degree-Open	4	790.00	513.50	2,054.00
3	Arcadia Bridge Rotating Table-Center	4	267.00	173.55	694.20
4	Arcadia Custom Stain Match Fee	1	200.00	200.00	200.00
5	Palmieri Fluid Study Table	1	1,915.00	1,244.75	1,244.75
6	Palmieri Custom Stain Match Fee	1	200.00	200.00	200.00
7	Worden TJ Side Chair	4	547.00	328.20	1,312.80
8	Worden TJ Side Chair with casters	2	599.00	359.40	718.80
9	Worden Custome Stain Match Fee	1	200.00	200.00	200.00
	SubTotal				**11,122.55**
	Installation				**1,334.71**
	Freight/Delivery				**1,001.03**
				TOTAL	**13,458.29**

Recommendation: The City recommends purchase of the Lounge Chairs for the Mercedes Library from Library Interiors of Texas.

Requested By: Olga Fosas 11/06/2015 **UCP Deputy** 12-07-15
(USE BLUE INK) Date (USE BLUE INK) Date

RECEIVED
NOV - 6 2015
URBAN COUNTY PROGRAM

Quote No. Q2006-C

LIBRARY INTERIORS OF TEXAS, LLC

401 Congress Avenue, Suite 1540
Austin, TX, 78701
P. 888-689-5489 (LITX)
F. 888-690-5489 (LITX)

Issued By: Michael Taylor

Library Interiors - TX Project ID: Q2006-C

Date: 12/1/2015

Vendor Contract #: 14/022CG-07

Bill to: Dr. Hector P. Garcia Memorial Library
434 South Ohio Street
Mercedes, TX
Contact: Marisol Vidales
Phone: 956 565 2371

Ship-to: Dr. Hector P. Garcia Memorial Library
434 South Ohio Street
Mercedes, TX
Contact: Marisol Vidales
Phone: 956 565 2371

Item	Colors/Finishes	Quantity	Part #	Description	Unit List	Ext List	Disc	Net Each	Ext Net
					$	$	%	$	$
Choice Partners - Instructional Furniture Contract Number 14/022CG-07 - July 15, 2014 / 5									
Item 1	TBD	5	4541-G	Arcadia Serafina Ganging Lounge Chair. Fixed Legs, Armless.	1,384.00	6,920.00	35%	899.60	4,498.00
Item 2	TBD	4	4545-O	Arcadia Serafina Connecting Bridge Table. 45 Degree - Open	790.00	3,160.00	35%	513.50	2,054.00
Item 3	TBD	4	BRT-C	Arcadia Bridge Rotating Tablet - Center	267.00	1,068.00	35%	173.55	694.20
Item 4	TBD	1	STAIN	ARCADIA CUSTOM STAIN MATCH FEE	200.00	200.00	net	200.00	200.00
Item 5	TBD	1	FL-3060-KN-2SQ	Palmieri Fluid Study Table	1,915.00	1,915.00	35%	1,244.75	1,244.75
Item 6	TBD	1	STAIN	PALMIERI CUSTOM STAIN MATCH FEE	200.00	200.00	net	200.00	200.00
Item 7	TBD	4	TJ.S.WW	Worden TJ Side Chair	547.00	2,188.00	40%	328.20	1,312.80
Item 8	TBD	2	TJ.S.WW.C	Worden TJ Side Chair with casters.	599.00	1,198.00	40%	359.40	718.80
Item 9	TBD	1	STAIN	WORDEN CUSTOM STAIN MATCH FEE	200.00	200.00	net	200.00	200.00

Product Total:	11,122.55
Delivery:	1,001.03
Installation:	1,334.71
Total, supplied, delivered, and installed:	**$13,458.29**

HUB Certified

Library Interiors of Texas, LLC. standard terms and conditions of sale apply.

Certified WBE Women's Business Enterprise

LIBRARY INTERIORS OF TEXAS, LLC – TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. All orders for goods and any related services ("Products") by any buyer ("you") from Library Interiors of Texas, LLC ("LI-TX") are governed by these terms and conditions.

1. **Exclusive Terms.** LI-TX AGREES TO SELL ITS PRODUCTS ONLY ON THESE TERMS AND CONDITIONS. LI-TX EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN YOUR PURCHASE ORDER OR SIMILAR DOCUMENT. No action by LI-TX shall be construed as an acceptance of any additional or different terms. You shall be deemed to have accepted these terms and conditions by any written indication of acceptance, by submitting an order in response to a quotation, by any action affirming your order without objection to these terms and conditions, by accepting any whole or partial shipment of Products, or by making any whole or partial payment to LI-TX.

2. **Price.** Unless LI-TX agrees otherwise in writing, you agree to pay LI-TX's price in effect at the time an order is accepted by LI-TX for all products and services ordered. Prices do not include freight, insurance, installation, export fees, storage, duties, or sales, use, or excise taxes, any special processing, handling, packaging, or other special treatment, or any other charges, fees, or taxes, all of which are your responsibility; provided, however, that the price shall include ocean freight, duties, and other costs incurred, if any, to bring the Products to the United States. LI-TX reserves the right, by giving you notice at any time before delivery, to increase the price of the Products to reflect any increase in the manufacturing or production cost to LI-TX, any change to delivery dates, quantities or specifications for the Products requested by you, or any delay caused by your instructions or your failure to give LI-TX adequate information or instructions.

3. **Cancellation of Orders.** You may not cancel an order, in whole or in part, without the written consent of LI-TX. No cancellation will be accepted by LI-TX except on terms that will fully indemnify and reimburse LI-TX against loss, including recovery of all costs incurred by LI-TX, and including indirect and overhead charges and profit.

4. **Delivery.** You acknowledge that shipment dates and delivery dates are estimates only. LI-TX agrees to use reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information; however, LI-TX will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, LI-TX shall have the right to (i) bill you for the Products at the initial requested delivery date, and (ii) bill you for any storage charges incurred. In the case of delivery of Products by installments, you agree that you will not treat the delivery of faulty Products in any one installment or the late delivery or non-delivery of any one installment as a repudiation of the whole contract. Unless special shipping instructions are received and accepted by LI-TX before the shipment date, LI-TX shall, in its sole judgment, determine the means and routing of shipment, or store the Products at your expense until you provide shipping instructions.

5. **Risk and Title to Products.** Unless otherwise expressly agreed by LI-TX, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: LI-TX's dock; for drop shipments, manufacturer's or distributor's dock for international Products, the United States point of entry. LI-TX will select the origin of all shipments, and all delivery destinations will be subject to LI-TX's approval. Title to and risk of loss for Products will pass at the F.O.B. point.

6. **Exclusion of Warranties.** You acknowledge that LI-TX is not the manufacturer of the Products, and therefore (a) LI-TX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, and (b) LI-TX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Products are warranted only to the extent of the manufacturer's warranties, which LI-TX will provide to you at your request.

7. **Limitation of Remedies and Damages.** LI-TX's liability and your remedies under this Agreement will be limited solely to replacement or credit, at LI-TX's option, with respect to Products for which LI-TX has received, within thirty (30) days after your receipt of the Products, evidence satisfactory to LI-TX of defective or incorrect Products. LI-TX' S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. LI-TX WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

8. **Variations.** Any minor shortages or defects that do not materially affect the use for which the Products are intended will not affect the terms of payment. Products, specifications, and colors may differ slightly from those illustrated in LI-TX's literature and samples. Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by LI-TX shall be subject to correction without any liability on the part of LI-TX.

9. **Claims.** LI-TX's responsibility for shipment shall cease upon delivery to the carrier. Any claims for damages or loss occurring in shipment shall be made by you directly to the carrier. All other claims for damages, defects, loss, shortages, or incorrect Products must be made within fourteen (14) days after receipt of the Products, unless otherwise agreed by the parties in writing. YOUR FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER OF THAT CLAIM. LI-TX reserves the right to accept or reject any claim in whole or in part. LI-TX shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claim based on a manufacturer's warranty shall be made within the period prescribed by the warranty.

10. **Credit Report and Payment.** You hereby give LI-TX permission to make all reasonable inquiries into your credit history. Following such reviews, LI-TX will notify you of the payment terms for your orders, which will be one of the following:

(a) *Net 30 Days.* All amounts for the Products ordered are due within 30 days of date of LI-TX's invoice for the Products.

(b) *25% Down, Net 30 Days.* You must pay 25% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.

(c) *50% Down, Net 30 Days.* You must pay 50% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.

(d) *100% Down or Payment Bond.* The full price of all orders must be paid upon notice from LI-TX of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to LI-TX.

If you are required to make a down payment under the preceding payment terms, LI-TX may not process your order for Products under this contract until such down payment is received by LI-TX. If payment is not made in full by the due date, LI-TX may charge interest at a rate of up to 1 ½% per month [18% per year compounded monthly] on the amount outstanding until its is paid in full. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against LI-TX.

11. **Collection and Other Fees.** You agree to pay LI-TX all costs, including reasonable attorneys fees, incurred by LI-TX in collecting amounts you owe to LI-TX or in otherwise enforcing, asserting, or defending these terms and conditions.

12. **Indemnity.** If the Products are to be manufactured or any process is to be applied to the Products in accordance with a specification submitted by you, you hereby indemnify LI-TX against all loss, damages, costs and expenses awarded against or incurred by LI-TX in connection with or paid or agreed to be paid by LI-TX in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person that results from LI-TX's use of your specification.

13. **No Installation.** These terms and conditions do not govern the installation of any Products purchased from LI-TX. Please refer to your installation agreement for the terms relating to installation.

14. **Force Majeure.** LI-TX shall not be responsible for any failure or delay in the performance of any of its obligations due to causes beyond its control, including, without limitation, fire, storm, flood, freeze, accident, customs or other acts of government, labor disputes, failure or delays of energy, wars, acts of terrorism, riots, public disorders and acts of God.

15. **Disputes.** Any disputes relating to these terms and conditions shall be decided in accordance with the laws of the State of Texas without reference to conflicts of laws principles. Exclusive jurisdiction and venue of any lawsuit relating to this contract shall lie in the state and federal courts of Travis County, Texas.

16. **Miscellaneous.** The invalidity or unenforceability of any of these Terms and Conditions shall not affect the validity or enforceability of any other Terms and Conditions. Any delay or failure by LI-TX in enforcing its rights shall not be construed as a waiver of those rights. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of LI-TX. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether written or oral, expressed or implied with respect thereto. Any changes or amendments to these Terms and Conditions must be agreed in writing by both parties.

RE: Quote Verification

From : Joann Nichols <jnichols@hcde-texas.org> Wed, Dec 02, 2015 11:49 AM
Subject : RE: Quote Verification
To : Monica Leal <monica.leal@co.hidalgo.tx.us>

Yes, ma'am. It goes right along with the contract. 35% discount for Arcadia and Palmieri and a 40% discount for the Worden objects.
All pricing seems to be in order.
Thanks for using Choice Partners!!

Joann Nichols, RTSBA
713-696-2122

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, December 02, 2015 11:42 AM
To: joann@choicepartners.org
Subject: Quote Verification

Good morning Ms. Joann,

Thank you for returning my call. As per our conversation, please assist me with the verification of the attached quote # Q2006-C from Library Interiors of Texas, LLC.

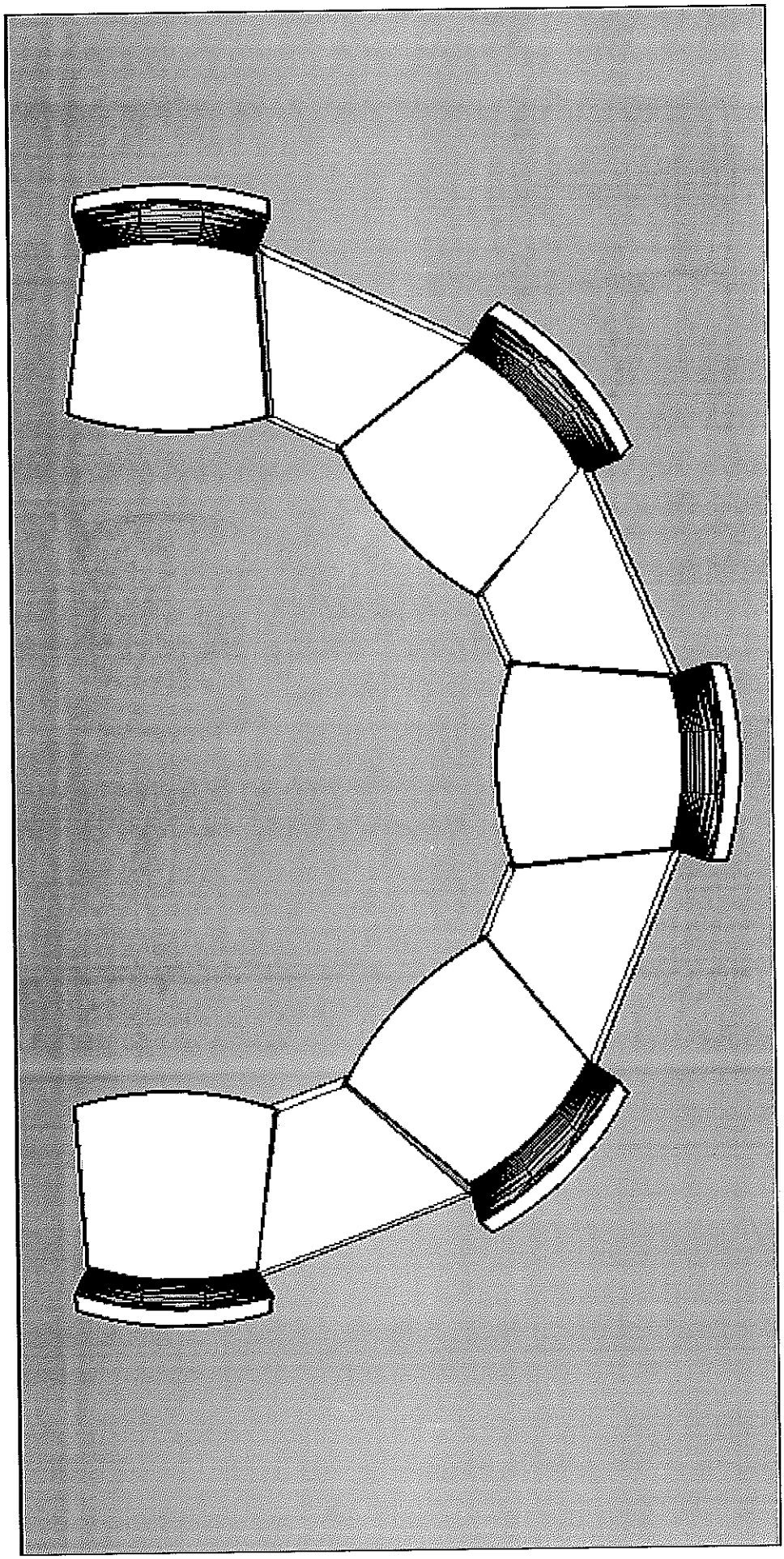
Any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Respectfully,

Monica Leal

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

"For I know the plans I have for you declares the Lord, plans to prosper you, and not to harm you, plans to give you hope and a future" Jeremiah 29:11



Gmail by Google

Olga Rosas <orosas@cityofmercedes.com>

Quotation

Olga Rosas <orosas@cityofmercedes.com> Fri, Oct 9, 2015 at 9:53 AM

To: Monica Leal <monica.leal@co.hidalgo.tx.us>

Good Morning Monica;

Attached below is a quote for the purchase of lounge chairs for the Mercedes Library. We will be utilizing Public Services General (Mercedes Library) FY 28 UC funds in the amount of $13,000.00. Please review and confirm pricing through Choice Partners and upon approval I shall submit all pertinent documentation including a check for the overages to be covered by the City's general fund in the amount of $458.29. Thank you.

[Quoted text hidden]

--

Olga Irene Rosas
Finance Department
Grants/Fixed Asset Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
Phn: (956) 565-3114, Ext. 129
Fax: (956) 565-2209
Email: orosas@cityofmercedes.com

Urban County 2015 Q2006-B.pdf
174K

city of **mercedes**

MEMO

TO: **Monica Leal, UCP Coordinator**

FROM: **Olga Rosas, Grants Coord.** OR

DATE: **November 6, 2015**

RE: **Public Service – Mercedes Library**

Attached please find a Price Proposal Form, Quote and Vendor Information for Library Interiors of Texas LLC. The Mercedes Library is purchasing Lounge Chairs for the Library utilizing the UC FY 28 (2015) funds in the amount of $13,000 the cost overrun is being covered by the City's general fund upon approval and price verification a check will be forwarded to UC for the difference. Please review documentation and upon approval of a purchase order, please forward a copy to our office.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129. Thank you.

Recent Activity

October 27, 2015
Drury gains director position

October 20, 2015
Contracts awarded for Affordable Care Act auditing and more

View All News

Events

TASBO M&O, Safety and Texas Facility Masters Conference
November 11, 2015

TxPPA Fall Conference
November 11, 2015

Clean Air Through Energy Efficiency (CATEE)
December 1, 2015

View All Events

LIBRARY INTERIORS OF TEXAS

<< Go Back

CONTRACT Category:
Furniture

CONTRACT PARTNER: Library Interiors of Texas

CONTRACT NUMBER: 14/022CG-07

CONTRACT TERMS:

Initial Award Date:	July 15, 2014
1st Renewal Start Date:	July 15, 2015
Current Expiration Date:	July 14, 2016
Renewals Remaining :	3

Contract Manager:	Carol Greb carol@choicepartners.org 713-316-4259

APPROVED PRODUCT OR SERVICE:

Furniture, Fixtures and Equipment

MWBE/HUB Status: Certified

Contract Partner Web Site:
http://www.libraryinteriorsoftexas.com

APPROVED MARKET AREA:
National

ABOUT THIS PARTNER:

Uniting domestic favorites with the best of European vendors, we offer one of the most comprehensive portfolios of library furniture and shelving available today.
Library Interiors of Texas offers a cooperative approach to all aspects of furnishing a library from needs assessment through design, procurement of exclusive products, project management, to installation and after sales care. Architects, designers and library professionals can be assured that they will be offered the finest furnishing choices, delivered on time, within budget, and with continuing service.

Trevor Taylor, the driving force behind the development of the company, was born in London, England. Trevor's career began in 1977 and through building strong working relationships with architects, designers, and librarians internationally, became a highly respected specialist in the library community. He has worked on projects across the globe from England, to Eldoret, Kenya to libraries damaged in Kuwait City after the Gulf War. He now brings his vision and international expertise to American architects, designers and librarians, throughout the country. A desire to provide a more personal and exclusive service to a select group of clients prompted a decision to establish Library Interiors of Texas, based in Austin.

Dave Gaskins studied architecture and mechanical engineering at Old Dominion University, and began

his career in the library furniture business in 1996 as VP of Sales and Marketing for Texwood Furniture. Texwood, a venerable Texas-based library furniture maker had been producing "fine furniture for education since 1959." Under Dave's direction the company grew significantly, and became more sophisticated in their production methods, including the deployment of the first "green" finishing system in the nation. Dave actively managed new product development, and oversaw the interior design of educational facilities of all types. He has been intimately involved in the supply of thousands of K-12 installations throughout the continental United States, hundreds of which are located right here in Texas. Dave is our corporate specialist for the K-12 learning environment. He knows what Texans want, and how to supply quality furnishings and services on time, and within budget.
Contact us at 888-689-5489 or fax us at (888) 690-5489.

To see contract information details, please login.

If you are a **Member**, please login here.

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CITY OF MERCEDES
POOLED CASH
400 SOUTH OHIO
MERCEDES, TEXAS 78570

TEXAS NATIONAL BANK
MERCEDES, TEXAS

88-2012/1149

5196

DATE 12/03/2015

AMOUNT ******458.29

WZ494796 09-14

PAY---- FOUR HUNDRED FIFTY EIGHT & 29/100 DOLLARS ----

TO THE ORDER OF

** URBAN COUNTY PROGRAM **
427 E DURANTA, STE 107
ALAMO, TX 78516

Henry Munoz
Jose M. Bonilla MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈005196⑈ ⑆114920128⑆ 0150001808⑈

CITY OF MERCEDES • POOLED CASH ACCOUNT

5196

99-04229 ** URBAN COUNTY PROGRAM ** 005196 12/03/2015

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
12/02/2015	DEC2015		FURNITURE/FIXTURES	458.29

CDBG FUNDING LEVERAGED BY THE CITY FOR THE PURCHASE
OF FURNITURE FOR THE DR. HECTOR P MEMORIAL LIBRARY

RECEIVED
DEC - 4 2015
URBAN COUNTY PROGRAM

CHECK TOTAL 458.29

AI-52562 **Urban County** **14. F.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) City of Weslaco– Water/Sewer Improvements funds.

Professional Service Firm	Grade	Ranked
Cruz-Hogan Consultants, Inc.	92%	
Melden & Hunt, Inc.	91.33%	
Javier Hinojosa Engineering	85.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____
for a Urban County Program Year 28 (2015) City of Weslaco– Water/Sewer Improvements project.

BACKGROUND

Engineering will be conducted in the areas identified in Year 28 (2015) work plan.

Funds Available: $278,695.00 YR 28 (2015) Water/Sewer Improvements

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Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:11 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/07/2015 12:08 PM

Final Approval Date: 12/11/2015

City of Weslaco
Professional Engineering Services
Water/Sewer Improvements Project
Year 28 (2015)
Grading-Ranking Grid

Criteria	Cruz – Hogan Consultants, Inc.			Melden & Hunt, Inc.			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	16	20	18	19	20	18	11	18	15
Experience of Project Team/ Ability to Commit Resources	25	25	22	25	25	22	21	25	22
Methodology/ Experience/ Availability of Project Manager	20	20	17	20	20	17	20	20	17
Understanding of Project/Similar Projects	24	22	19	25	19	20	23	21	20
Familiarity with Applicable Rules & Regulations	10	10	8	10	6	8	10	6	8
TOTALS	95	97	84	99	90	85	85	90	82
AVERAGES	276÷3=92%			274÷3=91.33%			257÷3=85.67%		
RATING	1			2			3		

Grader 1: Mardoqueo Hinojosa, City of Weslaco

Grader 2: Antonio Barco, UCP

Grader 3: Yvette Salinas, Purchasing Department

City of Weslaco
Professional Engineering Services
Water/Sewer Improvements Project
Year 28 (2015)
Grading-Ranking Grid

Criteria	Cruz – Hogan Consultants, Inc.			Melden & Hunt, Inc.			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	16	20	18	19	20	18	11	18	15
Experience of Project Team/ Ability to Commit Resources	25	25	22	25	25	22	21	25	22
Methodology/ Experience/ Availability of Project Manager	20	20	17	20	20	17	20	20	17
Understanding of Project/Similar Projects	24	22	19	25	19	20	23	21	20
Familiarity with Applicable Rules & Regulations	10	10	8	10	6	8	10	6	8
TOTALS	95	97	84	99	90	85	85	90	82
AVERAGES	276÷3=92%			274÷3=91.33%			257÷3=85.67%		
RATING	1			2			3		

15.00*
25.00*
20.00*
24.00*
10.00*
95.00*

20.00*
25.00*
20.00*
22.00*
10.00*
97.00*

0.*

18.00*
22.00*
17.00*
19.00*
8.00*
84.00*

0.*

95.00*
97.00*
84.00*
276.00*

276.00*
3.*
92.00*

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	7
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		95

Firm/Participant's Name: Cruz - Hogan Consulants, Inc.

Evaluator: Mardoqueo Hinojosa Department: Weslaco Planning & Code Enforcement

Project Name: Weslaco Water Line Improvements Date: 12-3-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, needs more organization		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		97

Firm/Participant's Name: Cruz - Hogan Consulants, Inc.

Evaluator: ANTONIO BARCO Department: UCP

Project Name: Weslaco water / sewer Date: 12-01-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
	Total Score	84

Firm/Participant's Name: Cruz-Hogan Consultants, Inc.

Evaluator: _____ Department: UCP

Project Name: Westco Water Impr. Project Date: 12-04-15

19.00*
25.00*
20.00*
25.00*
10.00*
99.00*

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20.00*
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20.00*
19.00*
6.00*
90.00*

0.*

18.00*
22.00*
17.00*
20.00*
8.00*
85.00*

0.*

99.00*
90.00*
85.00*
274.00*

274.00*
5.*
91.55*

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		99

Firm/Participant's Name: Melden & Hunt, Inc.

Evaluator: Mardoqueo Hinojosa Department: Weslaco Planning & Code Enforcement

Project Name: Weslaco Water line Improvements Date: 12-3-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Must address Appropriate, Federal/State/Local Regulations, information to be gathered and RFQ responsive		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Must address Applicable regulations and provide a narrative		TOTAL 6
	Total Score	90

Firm/Participant's Name: Melden & Hunt, Inc.

Evaluator: ANTONIO Saco Department: UCP

Project Name: Weslaco Water/Sewer Date: 12/01/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL 20
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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		85

Firm/Participant's Name: Melden & Hunt, Inc.

Evaluator: _____ Department: UCP

Project Name: Wastaco - Water Improv. Project Date: 12-04-15

11.00*
21.00*
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23.00*
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257.00*
3.*
85.07*

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	6
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	1
Comments/Rationale For Points:		TOTAL 11
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	1
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		85

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Mardoqueo Hinojosa Department: Weslaco Planning & Code Enforcement

Project Name: Weslaco water line Improvements Date: 12-3-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Did not provide an organizational chart		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Must be RFQ responsive and address Applicable Federal/State and local regulations		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Must address applicable Federal/State and local regulations		TOTAL 6
	Total Score	90

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Alfredo DARCO Department: UCP

Project Name: City of Weslaco Water/Sewer Date: 12-01-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 20
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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
	Total Score	82

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: _____ Department: UCP

Project Name: Weslaco-Water Impr. Project Date: 12-04-15

AI-52560 **Urban County** **14. G.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of Amendment No. 1 between Texas General Land Office and the County of Hidalgo for the duration of contract and extension of term to reflect a termination date of December 31, 2018 for Round 2.2 of Non-Housing Grant Agreement approved by Hidalgo County Commissioners' Court on December 6, 2011.

BACKGROUND

The Community Development Block Grant disaster recovery grant agreement was effective September 6, 2012 and denominated GLO Contract No. 12-406-000-6453.

Fiscal Impact

Attachments

Amendment
Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:11 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/07/2015 11:58 AM

Final Approval Date: 12/11/2015

DocuSign Envelope ID: 20722EE3-86EA-467A-B8B9-77B8B9503A7B

GLO CONTRACT NO. 12-589-000-6887
COMMUNITY DEVELOPMENT BLOCK GRANT
ROUND 2.2 NON-HOUSING GRANT AGREEMENT
AMENDMENT NO. 1

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

The **TEXAS GENERAL LAND OFFICE**, ("GLO") and the **COUNTY OF HIDALGO,** ("Grantee"), Parties to that certain Community Development Block Grant disaster recovery grant agreement effective September 6, 2012 and denominated GLO Contract No. 12-589-000-6887 ("Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract to allow for successful completion of the Project; and

WHEREAS, the Parties desire to revise the Performance Statement and Implementation Schedule; and

WHEREAS, the Parties desire to revise the Budget to transfer funds between projects; and

WHEREAS, these revisions to the Contract will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 3.01** of the Contract, **DURATION OF CONTRACT AND EXTENSION OF TERM**, is hereby amended and modified to reflect a termination date of December 31, 2018.
2. **ATTACHMENT A** of the Contract, **Performance Statement and Implementation Schedule**, is hereby deleted in its entirety and replaced with the **Revised Performance Statement and Implementation Schedule**, attached hereto and incorporated herein for all purposes in its entirety as **ATTACHMENT A-1**.
3. **ATTACHMENT B** of the Contract, **Project Budget**, is hereby deleted and replaced by the **Revised Project Budget**, attached hereto and incorporated herein for all purposes as **Attachment B-1**.
4. This Amendment No. 1 shall be effective as of the date executed by the last Party.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

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6. Further material revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 20722EE3-86EA-467A-B8B9-77B8B9503A7B

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT NO. 12-589-000-6887

GENERAL LAND OFFICE	**COUNTY OF HIDALGO**
Anne L. Idsal, Chief Clerk/	Name:_____
Deputy Land Commissioner	Title:_____
Date of execution:_____	Date of execution:_____

DS TR OGC DS aaH

PM DS

DIR DS LAA

SDD DS

DGC DS JG

GC DS

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1: Revised Performance Statement and Implementation Schedule

ATTACHMENT B-1: Revised Project Budget

ATTACHMENT FOLLOWS

Revised Performance Statement and Implementation Schedule

COUNTY OF HIDALGO

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

As a result of Hurricane Dolly on July 23, 2008 and Hurricane Ike on September 13, 2008, various County drainage ditches/channels were overwhelmed due to high winds, flooding, and large quantities of debris, which caused the drainage channels to fail to function as the primary storm water conveyance for the area. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by these facilities due to overflown drainage banks causing standing water on the roads, which impeded emergency vehicle access, and flooding. The County is in need of drainage infrastructure improvements to ensure proper storm water conveyance and reduce flooding.

Flood and Drainage Facilities - 5

Pct. 1 Delta Area Connector/East Lateral

Grantee shall reconstruct an existing drainage system by providing an adequately sized lateral drainage channel to direct storm water to a primary drainage channel, the Hidalgo County Drainage District (HCCD) No. 1 drainage system. Work includes channel excavation (reshaping and widening), concrete riprap installation, associated utility adjustments, and site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and will significantly reduce flooding. Construction shall take place at the following location in Hidalgo County, Texas (between Edcouch and La Villa):

Flood and Drainage Facilities:	Location:	HUD Performance Measure:	Approximate Units:
Existing channel between Mile 2 West and FM 491	From: 1320 ft. South of Mile 13 North Road To: 300 ft. North of Mile 14 1/2 North Road	Linear Feet	20,000

These activities shall benefit fifty thousand two hundred forty-three (50,243) persons, of which thirty-three thousand seven hundred eighty-six (33,786), or sixty-seven percent (67%), are of low to moderate income.

Pct. 4 Alberta Drain

Grantee shall construct a new east-west lateral drainage system to outfall into the HCDD drainage system. Grantee shall purchase and install new culverts ranging in size from eighteen inches to seventy-two inches (18 in. – 72 in.), along with associated drainage inlets, junction boxes, manholes, a gated structure, headwalls, and repair payments as needed. Grantee shall also perform ditch excavation, install concrete riprap, regrade and excavate roadside ditches, make utility and irrigation adjustments, and perform site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and significantly reduce flooding. Construction shall take place at the following location in Edinburg, Texas:

Flood and Drainage Facilities:	Location:	HUD Performance Measure:	Approximate Units:
Drainage channel and storm sewer improvements	From: An existing channel approx. 0.89 miles east of Tower Road, between Alberta Road and Owassa Road To: West to a point approx. 0.25 miles west of Tower Road	Linear Feet	6,040

These activities shall benefit one thousand eight hundred sixty-one (1,861) persons, of which one thousand six hundred sixty-nine (1,669), or eighty-nine percent (89%), are of low to moderate income.

Acquisition - 24

Grantee shall acquire easements as needed to accommodate the Pct. 4 Alberta Drain drainage improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and HUD implementing regulations (24 CFR Part 42).

Engineering - 30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for Engineering in the Budget.

Project Delivery - 33

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Project Delivery in the Budget.

Planning/Project Delivery (Environmental) - 35

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" environmental activities does not exceed the amount specified for Environmental in the Budget.

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Grantee: Hidalgo County
Grantee Contract No: DR32100G8
Grantee Contract Start: 09/06/12
Grantee Contract End: 12/31/18

Activity: 5 Project: Pct. 1 Delta Area Connector/E. Lateral

Description: Street Improvements	Cal Days	Start	End
30% Design & Submittal	75	9/7/2012	11/21/2012
Environmental Procurement/Contracting[1]	30	11/22/2012	12/22/2012
Environmental ERR Preparation & Submittal	51	12/23/2012	2/12/2013
Environmental ERR Certification	48	4/2/2013	4/2/2013
Acquisition[2]	989	11/22/2012	8/8/2015
100% Design & Submittal (Plans/Specs/Permits)[4]	468	12/1/2012	3/14/2014
Design Acceptance	14	3/29/2014	3/29/2014
Advertise	581	11/1/2015	11/1/2015
Bid Opening	20	11/22/2015	11/22/2015
Award	15	12/8/2015	12/8/2015
Construction[5]	180	1/6/2016	7/4/2016
Closeout Completion[6]	30	9/3/2016	9/3/2016

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal.
[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County
Grantee Contract No: DRS210068
Grantee Contract Start: 09/06/12
Grantee Contract End: 12/31/18

Activity: 5 Project: Alberta Drain, Pct. 4

Description: Street Improvements	Cal. Days	Start	End
30% Design & Submittal	118	9/7/2012	1/3/2013
Environmental Procurement/Contracting[1]	30	1/4/2013	2/3/2013
Environmental ERR Preparation & Submittal	30	2/4/2013	3/6/2013
Environmental ERR Certification	148	8/2/2013	8/2/2013
Acquisition[2]	985	1/4/2013	9/16/2015
100% Design & Submittal (Plans/Specs/Permits)[4]	171	1/13/2013	7/3/2013
Design Acceptance	25	7/29/2013	7/29/2013
Advertise	814	10/22/2015	10/22/2015
Bid Opening	20	11/12/2015	11/12/2015
Award	30	12/13/2015	12/13/2015
Construction[5]	180	1/11/2016	7/9/2016
Closeout Completion[6]	45	9/23/2016	9/23/2016

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal.
[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Revised Project Budget

COUNTY OF HIDALGO

HUD Activity	Categories	Grant Funds to Grantee	Grant Funds to Service Providers Contracted by GLO	Other Funds	Total Funds
5	Flood and Drainage Facilities	$1,767,555.89	$0	$2,227,185.60[2]	$3,994,741.49
24	Acquisition	$649,998	$0	$0	$649,998
30	Engineering/Architectural Services	$0	$283,019	$86,431[3]	$369,450
33	Project Delivery	$255,493	$0	$0	$255,493
35	Environmental	$0	$0	$0	$0
	Total	$2,673,046.89[1]	$283,019[1]	$2,313,616.60[2,3]	$5,269,682.49[1,2,3]

[1]Total Grant Funds = $2,956,065.89

[2]$2,227,185.60=$727,185.60 added as Local Contribution from Precinct 4 for the Alberta Drain Project (via Commissioners' Court approval and Resolution) + $1,500,000.00 add as Local Contribution from the Hidalgo County Drainage District #1 (HCDD#1) for the Delta Area Connector/East Lateral Drain Project (via Interlocal Agreement)

[3]$86,431.00 - Precinct 4 In-House Engineer costs-Alberta Drain

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SUPPORTING DOCUMENTS

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PURCHASE REQUISITION

Texas General Land Office

Do not place an Order. The Purchasing Department MUST place this order in compliance with State Laws and Regulations

REQUISITION NUMBER	305 -
SEND TO LEGAL SERVICES?	☑ YES ☐ NO
EXISTING CONTRACT NUMBER	DRS220068 GLO#12-589-000-6887

Program/Division	Contact for further Information	Phone Number	Date Prepared
Disaster Recovery	Edward Check	512-475-5026	November 17, 2015

Project Title or Purpose for this Requisition

County of Hidalgo requires an Amendment (Amendment No. 1) to revise Attachment A (Performance Statement and Implementation Schedule), Attachment B (Budget), and the effective dates to reflect a Contract End Date of December 31, 2018. The Grantee's contract began on September 6, 2012 and ends on December 31, 2015.

☐ Request a NEW CONTRACT ☐ Deadline - DATE: for Contract or Amendment, if any (Must include Deputy Memo)

☑ Request an AMENDMENT to an existing contract due to: Attachment A, Attachment B, Section 2 of the Contract.

FUNDING SOURCES (State or Federal / types - NOAA / MMS, etc.): HUD

Vendor I.D.	74-6000717	(Legal Approval)	Date:
Vendor Name	County of Hidalgo	Project Manager/Phone #:	Edward Check 512-475-5026
		Suggested Vendor:	
Address	1615 South Closner, Suite J	Vendor Contact Person:	Ramon Garcia, County Judge
		Phone & Fax Numbers:	Phone: (956)-318-2600
City/State	Edinburg, TX	Zip 78539	E-mail address: ramon.garcia@co.hidalgo.tx.us

DT/PCC	Fund	Approp.	Compt. Obj.	GLO Code	PCA	Amount	Budget MIP Entry	By:	Date:

Notes/Comments: Contract End Date reflects the proposed Contract End Date.

ITEM	CLASS - ITEM/ COMMODITY CODE	DESCRIPTION OF PRODUCT/SERVICE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
		CDBG Disaster Recovery Grant Program				
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					ADDITIONAL PAGE TOTAL:	
CONTRACT DATES:	FROM: 9/6/2012	TO: 12/31/2018			GRAND TOTAL:	$0.00

DIRECTOR	DATE	IS-TECHNOLOGY/COMPUTER RELATED	DATE
Javier Perez	11/18/2015		
DEPUTY	DATE	PIO - PUBLICATIONS RELATED	DATE
BUDGET-FUNDS AVAILABLE	DATE	CHIEF CLERK - $5,000 AND OVER	DATE

PURCHASING USE ONLY

HUB VENDOR:	RECYCLED PRODUCT	POSTED ON ESBD	VCID ☐	DATE TO LEGAL	Purch. Type:
☐ Yes ☐ No	☐ E-1 Recycled-content	☐ Yes ☐ No	REPERS ☐		Processed By:
☐ Black ☐ Woman	☐ E-2 Remanufactured	Order/Begin Date:			Date:
☐ Hispanic ☐ Asian	☐ E-4 Env. Sensitive	Due/End Date:			MIP Entry:
☐ Native American					

EXEMPTION STATUTE/DESCRIPTIVE LEGAL TEXT

- ☐ BOND FUND (use of funds to pay expenses related to the Land)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.175
- ☐ BOND FUND (use of funds to pay bond expenses)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.176
- ☐ BOND FUND (for printing)-TX. Nat. Res. Code, Chapter 161, Subchapter A, Section 161.176(3)
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H/TX. Gov. Code, Title 10, Chapter 2155, Subchapter 2155.147
- ☐ CONSULTING SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter B, Sec. 2254.021
- ☐ GRANTS-TX. Gov. Code, Title 10, Subtitle D, Section 2155.140
- ☐ INTERAGENCY CONTRACT-TX. Gov. Code, Title 7, Chapter 771
- ☐ INTERLOCAL CONTRACT-TX. Gov. Code, Title 7, Chapter 791
- ☐ MAIL SERVICES - TX. Gov. Code, Title 10, Subtitle D, Chapter 2162.105
- ☐ OSPRA-TX. Nat. Res. Code, Chapter 40
- ☐ OUTSIDE COUNSEL-TX. Gov. Code 2254.024
- ☐ OTHER - _____
- ☐ PERMANENT SCHOOL FUND INVESTMENTS-TX. Nat. Res. Code 51.402
- ☐ POSTAGE-General Appropriations Act. 74th Leg. Session, Sec. 9, HB 1, Sec. 33 (Purchase of Postage)
- ☐ PROFESSIONAL SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter A, Sec. 2254.001
- ☐ PURCHASE OF LAND-TX. Nat. Res. Code, Section 51.402
- ☐ REAL ESTATE TRANSACTION-TX. Nat. Resource Code, Ann 31.158(d)
- ☐ TELEPHONE/UTILITIES-TX. Gov. Code, Chapter 2155, Ref. 2155.01(d)
- ☐ TRAINING-TX. Gov. Code, Title 6, Subtitle B, Section 656.044
- ☐ VET HOMES-TX. Nat. Res. Code, Chapter 164 (Senate Bill)

ALL OBLIGATIONS GREATER THAN $25,000 MUST BE ADVERTISED ON THE ELECTRONIC STATE BUSINESS DAILY

DocuSign Envelope ID: 20722EE3-86EA-467A-B8B9-77B8B9503A7B

Encumbrance Change Request

Texas General Land Office

Date: 11/17/2015	Requisition Description:	Amendment to REQ. NO.
Program/Division Disaster Recovery Program	Hurricane (Ike) Non-Housing Round 2.2, GLO Contract # 12-589-000-6887	305-

VENDOR NAME: Hidalgo County

CHANGE:

- ☐ Appropriation No.
- ☐ PCA
- ☐ Comp. Object Code
- ☑ Decrease Amount by $1,543,934.11
- ☐ Increase Amount by
- ☐ Cancel entire requisition
- ☐ Cancel - Combine with another number:
- ☐ Vendor Name
- ☐ Vendor Address
- ☐ Vendor ID
- ☐ Grant No
- ☐ Contract No
- ☐ Work Order No

CHANGE FROM:

Vendor

Address

Vendor ID

CHANGE TO:

Vendor

Address

Vendor ID

Fund	Comp. Object	GLO Code	Appn. No.	PCA	Grant No	Contract No	Work Order	Current Amount

Fund	Comp. Object	GLO Code	Appn. No.	PCA	Grant No.	Contract No.	Work Order	Amended Amount (See note below)

Additional Product/Service Item

Item No.	Commodity Code	Description of Product/Service Class	Item	Quantity	UOM	Unit Price		Estimated Cost
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
						TOTAL		$0.00

☐ Admin ☐ Planning ☑ Non-Housing ☐ Housing Funding Source: ☐ Rita 1 ☐ Rita 2 ☑ Ike ☐ Wildfire 1 ☐ Wildfire 2

Reason for Change: ECR to decrease the Round 2.2 Grantee Contract for the County of Hidalgo (12-589-000-6887) by $1,543,934.11 from the transfer of funds to the Rd 2.1 Grantee Contract for the County of Hidalgo (12-406-000-6453).

Note: Proper signatures must be obtained if the amended amount of the requisition exceeds $1,000 or $5,000.

PERSON INITIATING CHANGE

Requestor: Ilene Arguello

☐ Purchasing ☐ A/P Funds available? ☐ Budget _____ Yes/No

☑ Division Analyst initials

MIP ENTRY BY: _____ Date: _____

REPERS ENTRY BY: _____ Date: _____

SIGNATURES/APPROVALS

Director

Deputy - $1,000 and over Javier Perez 11/18/2015

Budget Dir. - $1,000 and over

Sr. Deputy - $5,000 and over

Chief Clerk - $5,000 and over

Rev. 6/2000

DocuSign Envelope ID: 20722EE3-86EA-467A-B8B9-77B8B9503A7B

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE:	November 17, 2015
TO:	Javier Perez, Director of Program Oversight, Disaster Recovery Program
FROM:	Tyler Payne, 512-475-5049, Disaster Recovery
DR CONTRACT:	DRS220068
GLO CONTRACT:	GLO#12-589-000-6887
COMMUNITY NAME:	County of Hidalgo
PURPOSE:	Round 2.2 Amendment No. 1

RUSH Reason:
Several Round 2.1 projects are in construction, and the Grantee cannot be put in the position of not accessing grant funds in year 2016 because the Round 2.1 grant is expired.

EXECUTIVE SUMMARY:
Grant funds in the amount of $1,543,934.11 are being transferred from Hidalgo County Round 2.2 Grant to the Round 2.1 Grant. Hidalgo County's Round 2.2 grant is also being extended to December 31, 2018, due to projects' schedules reaching into year 2017. Consequently Round 2.2 grant funds are being moved to self-performing grant administration activity to oversee and close-out the remaining active projects. Construction grant funds of East Lateral Phase 3 are being reduced due to the introduction of local funds contribution and transfer of Round 2.2 grant funds to Round 2.1. Lastly, a new acquisition activity is created for the East Lateral Phase 3 project.

DESCRIPTION / JUSTIFICATON
This Amendment requires the following:

- **Performance Statement:** No change.
- **Implementation Schedule:** The Implementation Schedule has been changed.
- **Contract Term Dates:** The Contract Term dates shall be revised to reflect a Contract End Date of December 31, 2018. The Grantee's current contract began on September 6, 2012 and ends on December 31, 2015.
- **Budget:** The budget is revised as follows:

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MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

Table 1a - Contract Funds

Activity:	Prior Budget	Added/(Decreased) Budget Change	Current Budget
5-Flood and Drainage Facilities - Pct. 1 Delta Area Connector/East Lateral	$2,358,490	($2,033,934.11)	$324,555.89
5-Flood and Drainage Facilities - Pct 4 Alberta Drain	$1,277,833	$165,167	$1,443,000
24-Acquisition - Land Acquisition for Delta Area Connector	$0	$395,000	$395,000
24-Acquisition - Acquisition: Precinct 4 Alberta Drain	$358,750	($103,752)	$254,998
30-Engineering/Architectural Serv. - 5-Flood and Drainage Facilities-Pct 4 Alberta Drain (Grantee)	$61,415	($61,415)	$0
33-Planning/Project Delivery - Pct. 1 Delta Area Connector/East Lateral (Grantee)	$80,246.50	$47,500	$127,746.50
33-Planning/Project Delivery - Pct 4 Alberta Drain (Grantee)	$80,246.50	$47,500	$127,746.50
TOTAL FUNDS	**$4,216,981**	**($1,543,934.11)**	**$2,673,046.89**

Table 1b - Other Funds

Activity:	Prior Budget	Added/(Decreased) Budget Change	Current Budget
5-Flood and Drainage Facilities - Pct 1. Delta Area Connector/East Lateral	$0	$1,500,000	$1,500,000
TOTAL FUNDS	**$813,616.60**	**$1,500,000**	**$2,313,616.60**

- **Beneficiaries:** No change.

DocuSign SECURED

Certificate Of Completion

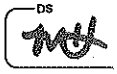
Envelope Id: 20722EE386EA467AB8B977B8B9503A7B
Status: Sent
Subject: RUSH: Cost extension and update: 12-589-000-6887 County of Hidalgo A1 (Texas General Land Office)
Source Envelope:
Document Pages: 14
Signatures: 2
Certificate Pages: 3
Initials: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Troy Ridley
1700 N Congress Ave
Ste 935
Austin, TX 78701-1495
troy.ridley@glo.texas.gov
IP Address: 204.65.210.230

Record Tracking

Status: Original
11/25/2015
Holder: Troy Ridley
troy.ridley@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Troy Ridley troy.ridley@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	DS TR Using IP Address: 204.65.210.230	Sent: 11/25/2015 Viewed: 11/25/2015 Signed: 11/25/2015
Ashley Healy ashley.healy@glo.texas.gov General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	DS aaH Using IP Address: 204.65.210.23	Sent: 11/25/2015 Viewed: 11/30/2015 Signed: 11/30/2015
Edward Check contractsteam@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	DS Using IP Address: 67.79.6.50	Sent: 11/30/2015 Viewed: 12/1/2015 Signed: 12/1/2015
Luis Arellano luis.arellano@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	DS LAA Using IP Address: 67.79.6.50	Sent: 12/1/2015 Viewed: 12/2/2015 Signed: 12/2/2015

Signer Events	Signature	Timestamp
Ken Wisian ken.wisian@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 204.65.210.169	Sent: 12/2/2015 Viewed: 12/3/2015 Signed: 12/3/2015
Jeff Gordon jeff.gordon@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 107.129.126.210 Signed using mobile	Sent: 12/3/2015 Viewed: 12/3/2015 Signed: 12/3/2015
Mark Havens mark.havens@glo.texas.gov Director of Oil and Gas Legal Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	 Using IP Address: 70.112.169.247	Sent: 12/3/2015 Viewed: 12/3/2015 Signed: 12/3/2015
Ramon Garcia ramon.garcia@co.hidalgo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		Sent: 12/3/2015
Anne Idsal anne.idsal@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Christopher Burnett christopher.burnett@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 11/30/2015
Matthew Andreson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 11/30/2015
Kathryn (Ashley) Holt-Cuellar ashley.cuellar@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/1/2015
Diane Cates diane.cates@glo.texas.gov Lease Processor Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/2/2015
Shanna Starkey shanna.starkey@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/3/2015 Viewed: 12/3/2015
Patricio Avila patricio.avila@co.hidalgo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:	COPIED	Sent: 12/3/2015 Viewed: 12/4/2015

Notary Events	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2015

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 6, 2011
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

(Audio Tape #1, Tracking # 160)

1. **Roll Call**

   All members of the Court were counted present.

2. **Pledge of Allegiance**

   Commissioner Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

   Commissioner Quintanilla led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

   The Court moved to approve the Consent Agenda a this point.

5. **Open Forum** (Audio Tape #1, Tracking # 277)

   -Beto Garcia came before the Court to voice his concerns on the removal of Constable Pct. 5 and expressed his concerns for his family's safety. Ms. Karina Cardoza translated.

   -Karina Cardoza asked that the County Employees to participate in the Christmas Toy Drive.

   -Commissioner Quintanilla advised the Court and Audience that they will be having a Christmas Party/Toy Drive to be held in Pct. 1 and will be open to the public.

6. **Executive Officer - Valde Guerra:** (Exhibit L)

   (Audio Tape #1, Tracking # 630)

A. **1. 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."**

   On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval of the exemption as it pertains to the Claim of Joana Bernice Morales, et al.

H. AI-29914 1. Conduct a Public Hearing to solicit input and advise the public of the proposed projects identified as eligible under the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application.

Ms. Serna provided the Court and Audience information on the Disaster Recovery Supplemental Allocations and explained who might qualify for these funds.

-Judge Garcia then Opened the Public Hearing.

-Virginia Townsend asked if this project would be part of the Drainage Master Plan.

-There being no one else to come forward, Judge Garcia then Closed the Public Hearing.

2. Consideration and action to allocate Round 2.2 Texas General Land Office Funds, in the amount of $4,500,000, to Hidalgo County for the following proposed projects: (1) Phase II of the Precinct No. 1 infrastructure improvements for the project known as "Delta Area Connector/East Lateral" and, (2) Precinct No. 4 for the proposed infrastructure improvements for the project known as the "Alberta Drain".

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

3. Consideration and approval to submit the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application to the General Land Office.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

4. Consideration and approval to authorize the County Judge to sign any and all documents associated with:

a. the submittal of the 2008 Round 2.2 Supplemental Disaster Recovery Supplemental Allocations application,

b. Any and all documents associated upon the approval and execution of Contract for Round 2.2 projects and/or amendments,

c. Any and all documents associated with the Environmental Assessment/Review Record for the projects selected under the Round 2.2 application.

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 12. H.4.a, b & c.

I. AI-29856 Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Fire Fighting Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Dooley Tackaberry (contract #363-10) in the amount of $10,907.52 (quote attached hereto) to include shipping fees. UCP Year 24 (2011) Mercedes Fire Station/Equipment funds will be utilized along with City of Mercedes General Funds.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

J. AI-29854 Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Park Place Recreation Design, Inc. (contract #346-10) in the

APPLICATION FOR TxCDBG ASSISTANCE

OMB Approval No.0348-004J

1. TYPE OF SUBMISSION		2. DATE SUBMITTED:	APPLICANT IDENTIFIER:
Application:	Pre-application:		
☒ Construction	☐ Construction	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
☐ Non-Construction	☐ Non-Construction		
		4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICANT INFORMATION:

Legal Name: COUNTY OF HIDALGO, TEXAS	Organizational Unit: PRECINCT NO.1 & 4
Address (City, County, State, and Zip Code) of applicant: HIDALGO COUNTY 1615 SOUTH CLOSNER, SUITE J EDINBURG, TX 78540	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of applicant preparer: DIANA R. SERNA, EXECUTIVE DIRECTOR HIDALGO COUNTY - URBAN COUNTY PROGRAM 1916 TESORO BLVD. PHARR, TX 78577
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000717	6a. DUNS NUMBER: 103110834
7. TYPE OF APPLICANT: B. County Government	8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL / STATE AGENCY: Texas General Land Office	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 Title: Texas Community Development Block Grant Program (TxCDBG)
11. PROJECT TYPE: Storm Water Drainage System Improvements	11a. TYPE OF APPLICATION: Disaster Relief Supplemental Fund
12. TARGET AREA(S) AFFECTED BY THE PROJECT: RECINCT NO. 1: DELTA AREA CONNECTOR EAST LATERAL PRECINCT NO.4: ALBERTA DRAIN	13. APPLICANT'S FISCAL YEAR: Beginning Date: 01/01 Ending Date: 12/31
14. CONGRESSIONAL DISTRICTS:	Representative: 15 Senate: TX Congress: 111

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS
A. TxCDBG DR REQUEST:	$4,500,000.00	☐ Yes the preapplication / application was made available to the State Executive Order 12372 process for review on:
B. FEDERAL:		Date:
C. STATE:		☒ No
D. APPLICANT:		☐ Program is not covered by E.O. 12372 -OR-
E. LOCAL:		☐ Program has not been selected by the State for review
F. OTHER:		
G. TOTAL:	**$4,500,000.00**	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes. If "Yes", attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TxCDBG PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

a. Typed Name of the Applicant's Authorized Representative:	b. Title of the Applicant's Authorized Representative:	c. Telephone Number
HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE	+1 (956) 318-2600

d. Signature of the Applicant's Authorized Representative: Ramon Garcia

Date/Time Field: 12/8/11

Previous Editions Not Usable

STANDARD FORM 424 (REV-4-88)

Approved by Commissioners' Court on 12/6/11 RO

GLO CONTRACT NO. 12-589-000-6887
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
ROUND 2.2 NON-HOUSING GRANT AGREEMENT

This Community Development Block Grant Disaster Recovery ("CDBG-DR") grant agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and the **COUNTY OF HIDALGO** ("Grantee"), hereinafter referred to collectively as "the Parties," to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program ("CDBG-DR" or "the Program"). In strict conformance with the terms and conditions of this Contract, Grantee shall conduct disaster recovery projects and economic revitalization activities as authorized by the GLO for and in the County of Hidalgo, as detailed in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment A** (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee's Application.

Subject to the terms and conditions of this Contract and Grantee's Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00)**, payable as reimbursement of

allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract. However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following documents, attached hereto and incorporated herein in their entirety for all purposes (the "Attachments"), shall govern this Contract:

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive list of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT F:	Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at: http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html;

the State of Texas Action Plan for Disaster Recovery found at: http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html;

and the Conciliation Agreement between the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Grantee Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 24, CFR, Part 85. Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined.

"Application" or "Grant Application" means the information provided by Grantee, which is the basis for the award of funding under this Contract.

"Budget" means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B.**

"C.F.R." means the United States Code of Federal Regulations.

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Certificate of Construction Completion" means a document to be executed by the construction contractor, Engineer, and Grantee, for each construction project which, when fully executed, indicates acceptance of the completed Project.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

"Contract Documents" means the documents listed in **SECTION 1.02.**

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, also in **Attachment E.**

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles," as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

"General Affirmations" means the affirmations in **Attachment D**, to which Grantee certifies by the signing of this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of **Attachment A.**

"Performance Statement" means the statement of work contained in **Attachment A.**

"PMC" means the GLO's Project Management Company, HNTB Corporation.

"Program" means the Community Development Block Grant-Disaster Recovery program administered by HUD, in cooperation with the GLO.

"Project" means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A.**

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-DR grant program.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Revision" means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among Budget categories, and other Contract adjustments that may be approved outside the GLO's formal Amendment process.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;

(c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,

(d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and

(e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(g) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;

(h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(l) Time is of the essence in this Contract.

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ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

GRANTEE SHALL SUBMIT AN ACTUAL BUDGET AND A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in accordance with **ARTICLE 4** of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 -- DURATION, EXTENSION, TERMINATION, DEFAULT, AND REMEDIES

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 ("Contract Period"). **Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A; as may be revised, failure to meet any milestone may result in termination under SECTION 3.02, below**.

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES,** and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

4.02 FORMS

Grantee must execute the applicable forms included in **Attachment E,** and certifies by the execution of this Contract to all affirmations in **Attachment D**, confirming compliance with required state and federal laws applicable to the Contract.

(a) General Affirmations are found in **Attachment D**, and Grantee certifies by the execution of this Contract to all statements therein.

(b) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment E**, and must be executed by Grantee.

(c) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 3 of **Attachment E**, and must be executed by Grantee.

(d) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment E**.

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ARTICLE 5 - FEDERAL AND STATE FUNDING, RECAPTURE, REDISTRIBUTION, RETAINAGE, AND OVERPAYMENT OF FUNDS

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, GRANTEE ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**

(b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**

(c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220.**

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience under this Article notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with

the terms and conditions of this Contract. **This paragraph specifically includes the mandatory recapture of any funds used for the completion of any individual project that does not provide benefits to the beneficiaries as specified in the Performance Statement in Attachment A.**

5.04 REDISTRIBUTION OF FUNDS

Within sixty (60) days after receipt of non-housing project bids, Grantee must obligate excess funds remaining, if any. Failure to do so will result in redistribution of the funds to other Grantees or eligible entities for qualified projects.

5.05 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant funds until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, requirements of the Contract; and all applicable law, rules, and regulations.

5.06 OVERPAYMENT

Grantee understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.

(b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the Non-Exclusive List of Applicable Laws, Rules, and Regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this

Contract. Grantee may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. These records shall be made available during the term of this Contract and the subsequent period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties**.

(c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.

(d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Grantee shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

The Texas Comptroller's Vendor Performance Program at:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System at:

https://www.epls.gov/.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7244-7255 (2009).

8.10 CITIZEN PARTICIPATION

(a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

(b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.

(c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Disaster Recovery Division

Grantee
County of Hidalgo
1615 South Closner Boulevard, Suite J
Edinburg, TX 78539
Attention: Ramon Garcia, County Judge

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have

temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

> "This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program."

8.17 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

Pursuant to **SECTION 2.04** hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all changes made by Amendments, Revisions or Technical Guidance Letters approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), and any Amendment, Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Amendment, Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Amendment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17** of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-589-000-6887
GRANTEE - ROUND 2.2

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 9/6/12

ART LEGAL AA
PB DIV
AGC PC
GC WW

COUNTY OF HIDALGO

Ramon Garcia
By: Ramon Garcia
Title: Hidalgo County Judge

Date of execution: _____

Approved by Commissioners' Court
on 12/6/11 RO

ATTACHMENTS TO THIS CONTRACT

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT F:	Special Conditions

ATTACHMENTS FOLLOW

COUNTY OF HIDALGO

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

As a result of Hurricane Dolly on July 23, 2008 and Hurricane Ike on September 13, 2008, various County drainage ditches/channels were overwhelmed due to high winds, flooding, and large quantities of debris, which caused the drainage channels to fail to function as the primary storm water conveyance for the area. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by these facilities due to overflown drainage banks causing standing water on the roads, which impeded emergency vehicle access, and flooding. The County is in need of drainage infrastructure improvements to ensure proper storm water conveyance and reduce flooding.

Flood and Drainage Facilities - 5

Pct. 1 Delta Area Connector/East Lateral

Grantee shall reconstruct an existing drainage system by providing an adequately sized lateral drainage channel to direct storm water to a primary drainage channel, the Hidalgo County Drainage District (HCCD) No. 1 drainage system. Work includes channel excavation (reshaping and widening), concrete riprap installation, associated utility adjustments, and site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and significantly reduce flooding. Construction shall take place at the following location in Hidalgo County, Texas (between Edcouch and La Villa):

Flood and Drainage Facilities:	Location:	HUD Performance Measure:	Approximate Units:
Existing channel between Mile 2 West and FM 491	From: South ROW of SH 107 To: South to a point just north of Mile 12 1/2	Linear Feet	20,000

These activities shall benefit fifty thousand two hundred forty-three (50,243) persons, of which thirty-three thousand seven hundred eighty-six (33,786), or sixty-seven percent (67%), are of low to moderate income.

Pct. 4 Alberta Drain

Grantee shall construct a new east-west lateral drainage system to outfall into the HCDD drainage system. Grantee shall purchase and install new culverts ranging in size from eighteen inches to sixty inches (18 in. - 60 in.), along with associated drainage inlets, junction boxes, manholes, and repair pavement as needed. Grantee shall also perform ditch excavation, install concrete riprap, regrade and excavate roadside ditches, make utility and irrigation adjustments, and perform site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and significantly reduce flooding. Construction shall take place at the following location in Edinburg, Texas:

Flood and Drainage Facilities:	Location:	HUD Performance Measure:	Approximate Units:
Drainage channel and storm sewer improvements	From: An existing channel approx. 0.89 miles east of Tower Road, between Alberta Road and Owassa Road To: West to a point approx. 0.25 miles west of Tower Road	Linear Feet	6,040

These activities shall benefit one thousand eight hundred sixty-one (1,861) persons, of which one thousand six hundred sixty-nine (1,669), or eighty-nine percent (89%), are of low to moderate income.

Acquisition - 24

Grantee shall acquire easements as needed to accommodate the Pct. 4 Alberta Drain drainage improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and HUD implementing regulations (24 CFR Part 42).

Engineering - 30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for Engineering in the Budget.

Project Delivery - 33

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Project Delivery in the Budget.

Planning/Project Delivery (Environmental) - 35

Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" environmental activities does not exceed the amount specified for Environmental in the Budget.

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Grantee: County of Hidalgo

Description: Pct. 1 Delta Area Connector/East Lateral	Cal. Days	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
Activity: 5 Project: Flood and Drainage Facilities		Work includes channel excavation (reshaping and widening), concrete riprap installation, associated utility adjustments, and site work associated with construction
Engineering Procurement/Contracting	15	
30% Design & Submittal	60	
Environmental Procurement/Contracting[1]	30	
Environmental ERR Preparation & Submittal	60	
Environmental ERR Certification	60	
Acquisition[2]		
60% Design & Submittal[3]	60	
100% Design & Submittal (Plans/Specs/Permits)[4]	90	
Design Acceptance	14	
Advertise	21	
Bid Opening	30	
Award	30	
Construction[5]	270	
Closeout Completion[6]	30	

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

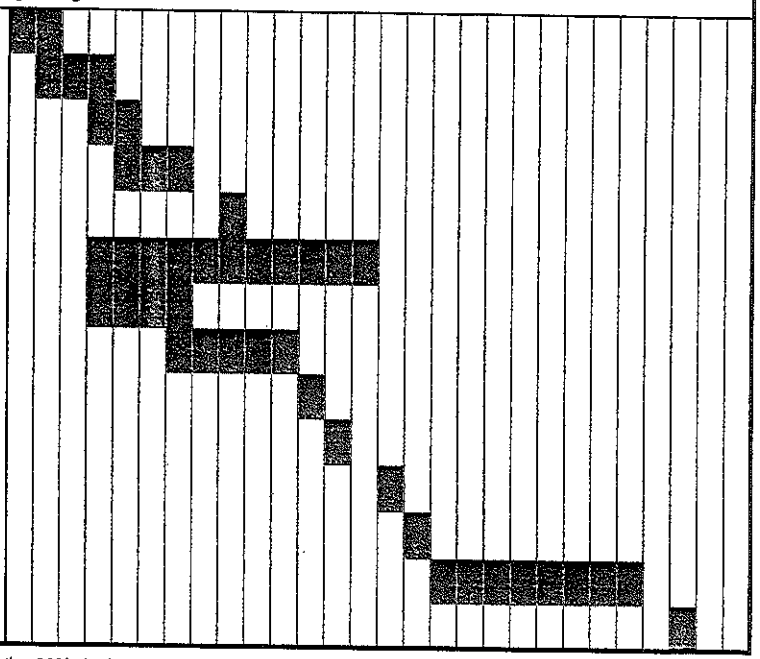
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Grantee: **County of Hidalgo**

Description: Pct. 4 Alberta Drain	Cal. Days	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
Activity: 5 Project: Flood and Drainage Facilities		Work shall include storm sewer pipe installation, with junction boxes, manholes, and inlets. Additional work shall consist of ditch excavation and roadside ditch grading.
Engineering Procurement/Contracting	30	
30% Design & Submittal	60	
Environmental Procurement/Contracting[1]	30	
Environmental ERR Preparation & Submittal	60	
Environmental ERR Certification	60	
Acquisition[2]	330	
60% Design & Submittal[3]	90	
100% Design & Submittal (Plans/Specs/Permits)[4]	120	
Design Acceptance	14	
Advertise	21	
Bid Opening	60	
Award	30	
Construction[5]	210	
Closeout Completion[6]	30	



[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

COUNTY OF HIDALGO

HUD Activity	Categories	Grant Funds to Grantee	Grant Funds to Service Providers Contracted by GLO	Other Funds	Total Funds
5	Flood and Drainage Facilities	$3,536,323	$0	$0	$3,536,323
24	Acquisition	$358,750	$0	$0	$358,750
30	Engineering/Architectural Services	$61,415	$283,019	$86,431	$430,865
33	Project Delivery	$260,493	$0	$0	$260,493
35	Environmental	$0	$0	$0	$0
	Total	$4,216,981[1]	$283,019[1]	$86,431	$4,586,431

[1]Total Grant Funds = $4,500,000

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in SECTION **1.03** of this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery;

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063." The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5): 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (18 U.S.C. 874): 41 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327A and 330);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5);

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);

GRANT AND AUDIT STANDARDS

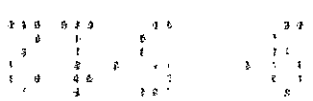
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C.F.R. Part 84);

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R. Part 85);

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments);

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations);



Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning;

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b));

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs;

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1);

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

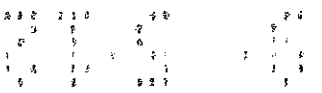
National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347);

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.);

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5;



COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d));

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e);

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.);

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536);

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c);

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d);

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93);

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202);

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658);

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58);

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations:

1. The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract.

3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.

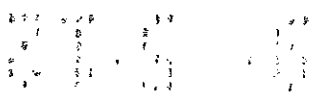
4. Grantee certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov. Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5. Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

6. Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Grantee: _____
Date of Employment with Grantee: _____

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.



8. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.

9. Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.

10. The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.

11. Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us

12. Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

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 application.

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), 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. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in 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 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 subagreements.

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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).

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 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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, and policies governing this program.

Approved by Commissioners' Court
on 12/6/11 RO

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Ramon Garcia	Hidalgo County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Hidalgo County	8/31/12

Standard Form 424B (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Hidalgo County	GLO 12-589-000-6887

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Ramon Garcia Hidalgo County Judge

SIGNATURE Ramon Garcia DATE 8/31/12

THIS FORM MUST BE EXECUTED

Approved by Commissioners' Court
on 12/6/11 RD

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

(2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.

(3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.
In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Grantee shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Grantee shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Grantee shall provide a copy of its proposed program guidelines for GLO review . All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Grantee shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If the estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Grantee shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Grantee shall ensure that the primary purpose of the facility, as described in **Attachment A**, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the

priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Grantee shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Grantee shall submit a copy of Grantee's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Grantee shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Grantee shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Grantee shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Grantee will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at http://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Grantees disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Grantee must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Grantee shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

(1) The housing rehabilitation or reconstruction assistance provided by Grantee shall be in the form of a five-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 20 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.

(2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.

(3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.

(4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.

(6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.

(7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: Congressional District, *if known*: 4c	Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *If applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

(2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. Project Mapping/Design Information

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. Water System Improvements

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.

(3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. Sewer System Improvements

Prior to the construction of any sewer system improvements described, Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.
In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Grantee shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Grantee shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Grantee shall provide a copy of its proposed program guidelines for GLO review . All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Grantee shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If the estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Grantee shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Grantee shall ensure that the primary purpose of the facility, as described in **Attachment A**, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the

priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Grantee shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Grantee shall submit a copy of Grantee's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Grantee shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Grantee shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Grantee shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Grantee will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at http://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Grantees disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Grantee must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Grantee shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

(1) The housing rehabilitation or reconstruction assistance provided by Grantee shall be in the form of a five-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 20 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.

(2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.

(3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.

(4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.

(6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.

(7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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HIDALGO COUNTY PRECINCT NO. 4
ALBERTA DRAIN DRAINAGE IMPROVEMENTS
MAN-HOUR BREAKDOWN FOR PROFESSIONAL ENGINEERING SERVICES

TASK	PROJECT ENGINEER $82.00/HR	ENGINEERING TECH $19.72/HR	CLERICAL $17.14/HR	FIELD INSPECTOR $17.58/HR
BASIC SERVICES:				
I. PRELIMINARY PHASE				
SITE INVESTIGATION	8	8		
PLANNING MEETINGS	8	8		
IDENTIFCATION OF EXISTING UTILITIES - ONE CALL SYSTEM	4	16		
HISTORICAL RECORDS REVIEW	4	4		
ESTABLISHED DRAINAGE AREA BOUNDARIES AND SUB AREA LIMITS	24	24		
PRELIMINARY HYDRAULIC MODELING OF STORM WATER IMPROVEMENTS	32	32		
ESTABLISHED INVENTORY OF STORM SEWERS AND DETERMINE ELEVATIONS	12	16	8	32
DEVELOPMENT OF PRELIMINARY CONSTRUCTION PLAN	12	32		
DEVELOP PRELIMINARY TRAFFIC CONTROL PLAN/SEQUENCE	12	24		
PRELIMINARY INVESTIGATION TO IDENTIFY PERMIT REQUIREMENTS	8	8		
PREPARE BASEMAPS	12	40		24
PRELIMINARY QUANTITIES AND ESTIMATES	12	24	10	16
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS	8	12	12	8
AQ/QC REVIEW	12			
TOTAL PRELIMINARY PHASE MAN-HOURS	**168**	**248**	**30**	**80**
TOTAL PRELIMINARY PHASE FEES	**$13,776.00**	**$4,890.56**	**$514.20**	**$1,406.40**
TOTAL PRELIMINARY PHASE COSTS	**$20,587.16**			

HIDALGO COUNTY PRECINCT NO. 4
ALBERTA DRAIN DRAINAGE IMPROVEMENTS
MAN-HOUR BREAKDOWN FOR PROFESSIONAL ENGINEERING SERVICES

TASK	PROJECT ENGINEER $82.00/HR	ENGINEERING TECH $19.72/HR	CLERICAL $17.14/HR	FIELD INSPECTOR $17.58/HR
II. DESIGN PHASE				
STORM WATER RUNOFF ANALYSIS & DRAINAGE COMPUTATIONS	40	32		
CONSTRUCTION DRAWINGS: TITLE SHEETS & PROJECT LOCATION MAP	16	24		
CONSTRUCTION DRAWINGS: GENERAL NOTES & TESTING SCHEDULES	12	24		
CONSTRUCTION DRAWINGS: ESTIMATED QUANTITIES SUMMARY	16	24		
CONSTRUCTION DRAWINGS: EXISTING UTILITIES BASEMAPS	8	24		
CONSTRUCTION DRAWINGS: DRAINANGE AREA MAP	12	24		
OVERALL SITE PLAN AND LAYOUT	12	40		
BASELINE ALGINMENTS AND LAND ACQUISITION	12	40		
CONSTRUCTION DRAWINGS: STREET & STORM P & P	40	160		
CONSTRUCTION DRAWINGS: MISC STREET DETAILS	12	24		
CONSTRUCTION DRAWINGS: MISC STORM DETAILS	12	24		
CONSTRUCTION DRAWINGS: STORM WATER LATERALS	12	24		
CONSTRUCTION DRAWINGS: STORM WATER DETAILS	4	24		
CONSTRUCTION DRAWINGS: WATERLINE ADJUSTMENT SHEET	12	24		
CONSTRUCTION DRAWINGS: STD PAVEMENT MARKING DETAILS SHEETS	8	32		
CONSTRUCTION DRAWINGS: TRAFFIC CONTROL PLAN	24	32		
CONSTRUCTION DRAWINGS: TRAFFIC CONTROL PLAN - MISC DETAILS SHEET	12	40		
CONSTRUCTION DRAWINGS: TRAFFIC CONTROL STANDARDS	4	16		
CONSTRUCTION DRAWINGS: SW3P DETAILS	8	24		
CONSTRUCTION DRAWINGS: MISC. DETAILS	8	16		
COORDINATION WITH AFFECTED AGENCIES AND UTILITY OWNERS	24	24		
TECHNICAL SPECIFICATIONS	32	24	24	
AQ/AC DESIGN REVIEWS	24			
TOTAL PRELIMINARY PHASE MAN-HOURS	**364**	**720**	**24**	**0**
TOTAL PRELIMINARY PHASE FEES	**$29,848.00**	**$14,198.40**	**$411.36**	**$0.00**
TOTAL PRELIMINARY PHASE COSTS		**$44,457.76**		

HIDALGO COUNTY PRECINCT NO. 4
ALBERTA DRAIN DRAINAGE IMPROVEMENTS
MAN-HOUR BREAKDOWN FOR PROFESSIONAL ENGINEERING SERVICES

TASK	PROJECT ENGINEER $82.00/HR	ENGINEERING TECH $19.72/HR	CLERICAL $17.14/HR	FIELD INSPECTOR $17.58/HR
III. BID PHASE				
ATTEND PRE-BID CONFERENCE/SITE VISIT	4	4	4	4
ATTEND BID OPENING	2	2	2	
ANAYLYZE, EVALUATE AND TABULATE BIDS	4		4	
RECOMMENDATION FOR CONTRACT AWARD	2		2	
TOTAL PRELIMINARY PHASE MAN-HOURS	**12**	**6**	**12**	**4**
TOTAL PRELIMINARY PHASE FEES	**$984.00**	**$118.32**	**$205.68**	**$70.32**
TOTAL PRELIMINARY PHASE COSTS		**$1,378.32**		
IV. CONSTRUCTION PHASE				
ATTEND PRE-CONSTRUCTION MEETING	3	3	3	3
REVIEW CONTRACTOR SUMBITTALS	4	4	2	
REVIEW FIELD AND LABORATORY TEST REPORTS	8	4		8
MAKE PERIODIC VISITS TO CONSTRUCTION SITE	80	80		160
PREPARE MONTHLY PROGRESS REPORTS	16	40	24	40
CONDUCT FINAL WALK THROUGH INSPECTION	8	8		8
PREPARE RECORD "AS BUILT" DRAWINGS	24	32		32
TOTAL PRELIMINARY PHASE MAN-HOURS	**143**	**171**	**29**	**251**
TOTAL PRELIMINARY PHASE FEES	**$11,726.00**	**$3,372.12**	**$497.06**	**$4,412.58**
TOTAL PRELIMINARY PHASE COSTS		**$20,007.76**		
TOTAL EST. MAN HOURS FOR BASIC SERVICES	**687**	**1145**	**95**	**335**
TOTAL EST. FEES FOR BASIC SERVICES	**$56,334.00**	**$22,579.40**	**$1,628.30**	**$5,889.30**
TOTAL EST. COST FOR BASIC SERVICES		**$86,431.00**		

AI-52615 **Urban County** **14. H.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Peñitas, is requesting consideration and action to award and enter into a construction contract with Jimenez Engineering Solutions dba International Consulting Engineers (ICE) in the amount of $282,436.73. UCP funds in Years 25 & 26 (2012 & 2013) Street Improvement line items will be utilized.

BACKGROUND

The bid opening was held on October 28, 2015 and the lowest responsible bidder meeting all specifications and/or requirements and is a Section 3 certified contractor is Jimenez Engineering Solutions dba International Consulting Engineers (ICE). The project is for the re-construction of street improvements in the City of Peñitas. Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is South Texas Infrastructure Group.

Contractor: International Consulting Engineers

Contract Amount:
$282,436.73

Available Funds:
$ 98,067.00 2012- Peñitas Street Improvements
+ $189,854.00 2013- Peñitas Street Improvements
$287,921.00 TOTAL FUNDS AVAILABLE

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2015 08:28 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/09/2015 04:41 PM

Final Approval Date: 12/11/2015

SOUTH TEXAS INFRASTRUCTURE GROUP

December 7, 2015

Hidalgo County Urban County Program
Attn: Ms. Diana Serna, Director
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

RE: Section 3 Certified Preference
City of Peñitas-Street Improvements
Bid No. 5013-60-0311-5000-6000-UCP-GVG

Dear Ms. Serna,

Please be advised that under the Section 3 Certified Preference, Jimenez Engineering Solutions, dba International Consulting Engineers (I.C.E.) has accepted to match the lowest bidder in the amount of $246,546.73 for the Base Bid and $35,890.00 for the Alternate 1; for a total contract of $282,436.73. Attached you will find the acceptance select letter from Mr. Hugo P. Gonzalez, Jr., P.E./Principal.

If you have any questions, please let us know. I may be reached at (956) 451-2670.

Sincerely,

Julio Cerda, P.E.
President

TBPE Reg. #: F-15000
DBE #: 25253 / HUB #: 1462094308500

900 S. Stewart Road, Suite 13 -- Mission, TX 78572
PH 956.424.3335 -- FX 956.424-3132

SOUTH TEXAS INFRASTRUCTURE GROUP

December 4, 2015

Mr. Hugo P. Gonzalez, P.E./Principal
Jimenez Engineering Solutions,
dba International Consulting Engineers (I.C.E.)
1722 N. Closner Blvd., Suite B
Edinburg, Texas 78541

RE: Section 3 Certified Preference
"City of Peñitas-Street Improvements"
Bid No. 5013-60-0311-5000-6000-UCP-GVG

Dear Mr. Nava,

A bid opening was held on October 28, 2015, where five bids were received for the "City of Peñitas-Street Improvements" Project.

After the review of the Bid Tabulations, South Texas Infrastructure Group, L.L.C. has confirmed that RDH Site and Concrete, L.L.C. is the current lowest bidder in the amount of $246,546.73. Urban County has reviewed all bids submitted and Jimenez Engineering Solutions, dba International Consulting Engineers (I.C.E.) is currently Section 3 Certified as per 24 CFR 135. Therefore, Jimenez Engineering Solutions, dba International Consulting Engineers (I.C.E.) now has preference in matching the lowest bidder's amount ($246,546.73) for this project.

Please check one of the following:

☑ Jimenez Engineering Solutions, dba International Consulting Engineers (I.C.E.) **AGREES** to match the lowest bid amount $246,546.73, including Unit Bid Item prices.

☐ Jimenez Engineering Solutions, dba International Consulting Engineers (I.C.E.) **DOES NOT** agree to match the lowest bidder amount $246,546.73.

Please feel free to call South Texas Infrastructure Group, L.L.C. at (956) 424-3335 if you have any questions, or would like to discuss this matter.

Respectfully Submitted,

Julio Cerda, P.E.
President

Hugo P. Gonzalez, Jr.
Principal

12/07/15
Date

TBPE Reg. #: F-15000
DBE #: 25253 / HUB #: 1462094308500

900 S. Stewart Road, Suite 13 -- Mission, TX 78572
PH 956.424.3335 -- FX 956.424-3132

URBAN COUNTY PROGRAM

427 E. DURANTA AVENUE, SUITE 107 • ALAMO, TEXAS 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

May 5, 2015

Mr. Hugo Gonzalez
Jimenez Engineering Solutions
dba International Consulting Engineers
5101 S. McColl Suite H
Edinburg, Texas 78549

RE: SECTION 3 CERTIFICATION

Dear Mr. Gonzalez:

The documentation submitted to my office to certify Jimenez Engineering Solutions dba International Consulting Engineers as a "Section 3 Business Concern" has been reviewed by the Urban County Program staff.

As of this date, May 5, 2015, Jimenez Engineering Solutions dba International Consulting Engineers has been certified as a "Section 3 Business Concern" by meeting the requirements listed below:

- ☑ At least 30% of your business workforce are currently Section 3 Residents or within three years of the date of first employment with the business concern were Section 3 Residents.

To further economic opportunities, you are encouraged to continue your efforts in subcontracting with Section 3 Businesses and the hiring of Section 3 Residents.

This Certification will remain valid for a period of three (3) years commencing on the date above referenced.

Sincerely,

Diana R. Serna
Director

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low to very low income person.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. dba Swantner & Gordon Insurance Agency, LLC PO Box 870 Corpus Christi TX 78403-0870	CONTACT NAME: Karen Silkwood PHONE (A/C, No, Ext): 361-883-1711 FAX (A/C, No): 361-844-0101 E-MAIL ADDRESS: ksilkwood@higginbotham.net
INSURED JIMEN3 Jimenez Engineering Solutions LLC DBA International Consulting Engineers PO Box 624 Corpus Christi TX 78403	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Sentinel Insurance Company, LTD 11000 INSURER B : Certain Underwriters @ Lloyds 15792 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1213667967 **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			65SBATC8512	3/27/2015	3/27/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			65UECPB1212	3/27/2015	3/27/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [ ] OCCUR			65UECPB1212	3/27/2015	3/27/2016	EACH OCCURRENCE	$$1,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			65UECPB1212	3/27/2015	3/27/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Laibility E&O			B0621PJIM00214	12/4/2015	12/4/2016	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

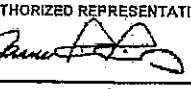
CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 S. Duranta Ave., Suite 107
Alamo TX 78516

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CONSTRUCTION CONTRACT

This Agreement entered into this **December 15, 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Jimenez Engineering Solutions DBA I.C.E. (a corporation)** (a partnership) (an individual) of **Edinburg,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**City of Peñitas-Street Improvements**
PROJECT No.:	**5012/13-60-0311-5000-6000-UCP-GVG**
PROJECT DESCRIPTION:	**Street Improvements on Peñitas Street and Pike Avenue**

heinafter called the project, for the sum of **($282,436.73) – two hundred eighty two thousand four hundred thirty six dollars and seventy three cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **South Texas Infrastructure Group, L.L.C.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(120) One hundred twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Hugo P. Gonzalez, Principal

Name of Firm: Jimenez Engineering Solutions DBA I.C.E.

Address: 1722 N. Closner Blvd. Suite B
Edinburg, TX 78541

Federal I.D./S.S.: 27-2511820

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of Jimenez Engineering Solutions DBA I.C.E .
(title) **(a corporation)** ~~(a partnership)~~ ~~(an individual)~~

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-52559 **Urban County** **14. I.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of Amendment No. 1 between Texas General Land Office and the County of Hidalgo for the duration of contract and extension of term to reflect a termination date of December 31, 2018 for Round 2.1 of the Non-Housing Grant Agreement approved by Hidalgo County Commissioners' Court on October 18, 2011.

BACKGROUND

The Community Development Block Grant disaster recovery grant agreement was effective April 12, 2012 and denominated GLO Contract No. 12-406-000-6453.

Fiscal Impact

Attachments

Amendment
Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:10 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 12/07/2015 11:32 AM

Final Approval Date: 12/11/2015

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GLO CONTRACT NO. 12-406-000-6453
COMMUNITY DEVELOPMENT BLOCK GRANT
ROUND 2.1 NON-HOUSING GRANT AGREEMENT
AMENDMENT NO. 2

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

The **TEXAS GENERAL LAND OFFICE**, ("GLO") and the **COUNTY OF HIDALGO**, ("Grantee"), Parties to that certain Community Development Block Grant disaster recovery grant agreement effective April 12, 2012 and denominated GLO Contract No. 12-406-000-6453 ("Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract to allow for successful completion of the Project; and

WHEREAS, the Parties desire to revise the Performance Statement and Implementation Schedule; and

WHEREAS, the Parties desire to revise the Budget to transfer funds between projects; and

WHEREAS, these revisions to the Contract will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the Parties hereby agree to amend and modify the Contract as follows:

1. **SECTION 3.01** of the Contract, **DURATION OF CONTRACT AND EXTENSION OF TERM**, is hereby amended and modified to reflect a termination date of December 31, 2018.
2. **ATTACHMENT A** of the Contract, **Performance Statement and Implementation Schedule**, is hereby deleted in its entirety and replaced with the **Revised Performance Statement and Implementation Schedule**, attached hereto and incorporated herein for all purposes in its entirety as **ATTACHMENT A-1**.
3. **ATTACHMENT B** of the Contract, **Project Budget**, is hereby deleted and replaced by the **Revised Project Budget**, attached hereto and incorporated herein for all purposes as **Attachment B-1**.
4. This Amendment No. 2 shall be effective as of the date executed by the last Party.
5. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

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6. Further material revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT NO. 12-406-000-6453

GENERAL LAND OFFICE	**COUNTY OF HIDALGO**
_____	_____
Anne L. Idsal, Chief Clerk/	Name:_____
Deputy Land Commissioner	Title:_____
Date of execution:_____	Date of execution:_____

DS TR OGC DS aaH

PM DS

DIR DS LAA

SDD DS

DGC DS JG

GC DS

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1: Revised Performance Statement and Implementation Schedule

ATTACHMENT B-1: Revised Project Budget

ATTACHMENT FOLLOWS

Revised Performance Statement and Implementation Schedule

COUNTY OF HIDALGO

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the budget.

As a result of Hurricane Dolly on July 23, 2008, the County sustained flooding that resulted in drainage infrastructure failure. The existing drainage system infrastructure failed to function because the current systems were unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage systems to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of adequately-sized drainage infrastructure to reduce flooding.

Flood and Drainage Facilities-5

Penitas Drain

Grantee shall purchase and install approximately eight hundred twenty-five feet (825 ft.) of storm pipe (box and RCP) along with an associated outfall for the proposed system within the Colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. Work will include the installation of drainage inlets, manholes, driveway and pavement repairs, ditch excavation, concrete riprap, headwalls, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Rodriguez Road to U.S. Expressway 83. Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding.

These activities shall benefit six thousand two hundred eighty-three (6,283) persons, of which four thousand four (4,004), or sixty-three percent (63%), are of low to moderate income.

South Fork Drain

Grantee shall purchase and install drain check valves for existing outfall structures in the South Floodwater Channel and provide a new storm lateral to drain the South Fork Colonia and surrounding area. Work will include existing ditch clearing/grubbing, channel and trench excavation, riprap, installation of storm and irrigation pipe (box and RCP), headwalls, concrete weir, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit fourteen thousand six hundred twenty-five (14,625) persons, of which eleven thousand three hundred seventy-five (11,375), or seventy-seven percent (77%), are of low to moderate income.

Delta Area Connector and Lateral

Phase 1: Acre Tract, Chapa North, and Chapa South

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place at:

Flood and Drainage Facilities:	Location:
Acre Tract	On existing unnamed roadway from its south most intersection (having GPS coordinates N:16607980.6004, E:1162222.3860) to the intersection at north end of unnamed roadway and E. Barrera Street; on E. Barrera Street from unnamed roadway eastward to N. Barrera Street; On N. Barrera Street from E. Barrera Street northward to Mile 12 N; On Mile 12 N from N. Barrera Street (223 LF) eastward to existing ditch.
Chapa North & Chapa South	On County Road 7507 from Mile 12 ½ North to the end, on mile 12 ½ North from County Road 7507 to County Road 7506, and on County Road 7506 from Mile 12 ½ North.

Phase 2: Bernal Heights #1 & #2, Bar 3

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place at:

Flood and Drainage Facilities:	Location:
Bernal Heights #1	North of Monte Cristo (1925) and West of Mile 4 W on Bernal Circle
Bernal Heights #2	North of Monte Cristo (1925) and West of Mile 4 W

Bar 3	On Mile 4 West from Monte Cristo Road to Houston Street, on Houston Street from 4 Mile West to Main Street, on Texas Street from 4 Mile West to Main Street, on Dallas Street from 4 Mile West to Main Street, on Main Street from Houston Street to Dallas Street, and within proposed easement, located east of Bar #3, from Houston Street south to existing ditch (108 LF) beyond Monte Cristo Road. Existing ditch cleaning begins 725 ft west of proposed easement outfall at existing ditch, continues east, parallel to Monte Cristo Rd for 1,250 lf, continues south for 2,115 lf, then continues east, parallel to Mile 17 ½ Rd N for 1040 lf.

Phase 3: Olivarez #9, Olivarez #7, and Olivarez #18

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place at:

Flood and Drainage Facilities:	Location:
Olivarez #9	Arboledas Road from Mile 14 North Road North
Olivarez #7	Mile 14 North Road from Mile 4 West Road
Olivarez #18	Mile 14 North Road from Mile 4 West Road

Phase 4: Olivarez #4, Olivarez #10, Sunrise Subdivision

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place at:

Flood and Drainage Facilities:	Location:
Olivarez #4	Hernandez Road from Mile 3 West Road west and CR 14766 Road from Hernandez Road South

Olivarez #10	North and South Unnamed Street and east to "E" Street
Sunrise Subdivision	Joe Olivarez Drive from Mile 3 North Road to "E" Street, on Ramiro Guerra Drive from Mile 3 North Road to "D" Street, on Raul Gonzalez Drive from Mile 3 North Road to "D" Street, on "E" Street from Joe Olivarez Drive North, on "D" Street from Drain Ditch on South Side, on "C" Street from Raul Gonzalez Drive North, on "B" Street from Raul Gonzalez North, and on "A" Street from Raul Gonzalez Drive North

Phase 5: Puesta del Sol and Mesquite Acres

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place at:

Flood and Drainage Facilities:	Location:
Puesta del Sol	Sylvia Handy Street from Mile 12 North Road South, on George Bush Street from Sylvia Handy Street east, on Bill Clinton Street from Abraham Lincoln Street south, on Abraham Lincoln Street, Sylvia Handy Street to Mile 3 ½ West Road, on John F Kennedy Street from Sylvia Handy Street to Bill Clinton Street, on Jimmy Carter Street from Sylvia Handy Street to Bill Clinton Street, on George Washington Street from Sylvia Handy Street to Bill Clinton Street
Mesquite Acres	Ebano Street from Mile 3 West Road East

Phase 6: Delta Area Connector/East Lateral Ph.1

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in:

Flood and Drainage Facilities:	Location:
Hidalgo County, Texas	From 300 feet North of Mile 14 ½ North Road to 300 feet South of FM 107, between Mile 1 West Road and Mile 2 West Road

Phase 7: Delta Area Connector/East Lateral Ph.2

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in:

Flood and Drainage Facilities:	Location:
Hidalgo County, Texas	300 feet South of FM 107 to North Flood Water Channel between Mile 1 West Road and Mile 2 West Road

Phase 8: Tijerina Estates

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, Grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place at:

Flood and Drainage Facilities:	Location:
Tijerina Estates	San Rafael Drive from F.M. 1015 east for a distance of approximately one thousand three hundred twenty feet (1,320 ft.) and Angel Drive from San Rafael Drive to Mile 13 ½ North Road.

These activities shall benefit sixty-four thousand six hundred ninety (64,690) persons, of which forty-four thousand three hundred twenty-one (44,321), or sixty-eight percent (68%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate proposed drainage system improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of the funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

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Grantee: Hidalgo County
Grantee Contract No: DR3210068
Grantee Contract Start: 04/12/12
Grantee Contract End: 12/31/18

Grantee Contract Year

Activity: 5 Project: Penitas Drain	Description:	Work shall include installation of a storm sewer system

Description	Calc. Days	Start	End	Milestone/ Submittal Dates
Engineering Procurement/Contracting	160	4/13/2012	4/13/2012	04/13/12 - 04/13/12
30% Design & Submittal		4/14/2012	9/21/2012	04/14/12 - 09/21/12
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13
Acquisition[2]	700	9/22/2012	8/23/2014	09/22/12 - 08/23/14
60% Design & Submittal[3]		10/6/2012	10/6/2012	10/06/12 - 10/06/12
100% Design & Submittal (Plans/Specs/Permits)[4]	526	10/21/2012	3/31/2014	10/21/12 - 03/31/14
Design Acceptance	14	4/15/2014	4/15/2014	04/15/14
Advertise	594	11/1/2015	11/1/2015	11/01/15
Bid Opening	20	11/22/2015	11/22/2015	11/22/15
Award	15	12/8/2015	12/8/2015	12/08/15
Construction[5]	240	1/6/2016	9/2/2016	01/06/16 - 09/02/16
Closeout Completion[6]	30	11/2/2016	11/2/2016	11/02/16

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County
Grantee Contract No: DRS2100068
Grantee Contract Start: 04/12/12
Grantee Contract End: 12/31/15

Activity: 5 Project: South Fork Drain	Description:	Cal. Days	Start	End	Milestone/ Submittal Dates
					Work shall include new check valves, storm lateral and clearing/ grubbing of existing channel.
Engineering Procurement/Contracting			4/13/2012	4/13/2012	04/13/12 - 04/13/12
30% Design & Submittal		160	4/14/2012	9/21/2012	04/14/12 - 09/21/12
Environmental Procurement/Contracting[1]		30	9/22/2012	10/22/2012	09/22/12 - 10/22/12
Environmental ERR Preparation & Submittal		120	10/23/2012	2/20/2013	10/23/12 - 02/20/13
Environmental ERR Certification		49	4/11/2013	4/11/2013	04/11/13
Acquisition[2]			10/6/2012	10/6/2012	10/06/12 - 10/06/12
60% Design & Submittal[3]		143	10/21/2012	3/13/2013	10/21/12 - 03/13/13
100% Design & Submittal (Plans/Specs/Permits)[4]		7	3/21/2013	3/21/2013	03/21/13
Design Acceptance		146	8/15/2013	8/15/2013	08/15/13
Advertise		26	9/11/2013	9/11/2013	09/11/13
Bid Opening		61	11/12/2013	11/12/2013	11/12/13
Award		655	12/11/2013	10/7/2015	12/11/13 - 10/07/15
Construction[5]		30	12/7/2015	12/7/2015	12/07/15
Closeout Completion[6]					

Grantee Contract Year 12 — 13 — 14 — 15

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal.
[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County

Grantee Contract No: DRS2100068

Grantee Contract Start: 04/12/12

Grantee Contract End: 12/31/18

Grantee Contract Year 12 13 14 15

Description: Street Improvements	Cal. Days	Start	End	Milestone/ Submittal Dates	A M J A S O N D J F M A M J J A S O N D J F M A M J J A S O 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43
Activity: 5 Project: Ph 1: Acre Tract, Chapa North & South				Description:	Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12	
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12	
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12	
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13	
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13	
Acquisition[2]		10/8/2012	10/8/2012	10/06/12 - 10/06/12	
60% Design & Submittal[3]	143	10/21/2012	3/13/2013	10/21/12 - 03/13/13	
100% Design & Submittal (Plans/Specs/Permits)[4]	7	3/21/2013	3/21/2013	03/21/13	
Design Acceptance	245	11/22/2013	11/22/2013	11/22/13	
Advertise	18	12/11/2013	12/11/2013	12/11/13	
Bid Opening	82	3/4/2014	3/4/2014	03/04/14	
Award	465	4/2/2014	7/11/2015	04/02/14 - 07/11/15	
Construction[5]	60	10/10/2015	10/10/2015	10/10/15	
Closeout Completion[6]					

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Grantee: Hidalgo County
Grantee Contract No: DR3210088
Grantee Contract Start: 04/12/12
Grantee Contract End: 12/31/18
Grantee Contract Year

Activity: 5 Project: Ph 2- Bernal Heights #1&2, Bar 3	Cal. Days	Start	End	Milestone/ Submittal Dates	Description: Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12	
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12	
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12	
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13	
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13	
Acquisition[2]	900	9/22/2012	3/11/2015	09/22/12 - 03/11/15	
60% Design & Submittal[3]		10/6/2012	10/6/2012	10/06/12 - 10/06/12	
100% Design & Submittal (Plans/Specs/Permits)[4]	230	10/21/2012	6/8/2013	10/21/12 - 06/08/13	
Design Acceptance	7	6/16/2013	6/16/2013	06/16/13	
Advertise	660	4/8/2015	4/8/2015	04/08/15	
Bid Opening	28	5/7/2015	5/7/2015	05/07/15	
Award	25	6/2/2015	6/2/2015	06/02/15	
Construction[5]	190	7/22/2015	1/28/2016	07/22/15 - 01/28/16	
Closeout Completion[6]	45	4/13/2016	4/13/2016	04/13/16	

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.
[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County

Grantee Contract No: DRS2190068

Grantee Contract Start: 04/12/12

Grantee Contract End: 12/31/18

Activity: 5 Project: Ph 3: Olivarez #9, 7, & 18

Description/Street Improvements	Cal. Days	Start	End	Milestone/ Submittal Dates	Description: Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12	
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12	
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12	
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13	
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13	
Acquisition[2]		10/6/2012	10/6/2012	10/06/12 - 10/06/12	
60% Design & Submittal[3]	230	10/21/2012	6/8/2013	10/21/12 - 06/08/13	
100% Design & Submittal (Plans/Specs/Permits)[4]	7	6/16/2013	6/16/2013	06/16/13	
Design Acceptance	183	12/17/2013	12/17/2013	12/17/13	
Advertise	21	1/8/2014	1/8/2014	01/08/14	
Bid Opening	54	3/4/2014	3/4/2014	03/04/14	
Award	240	4/2/2014	11/28/2014	04/02/14 - 11/28/14	
Construction[5]	60	2/27/2015	2/27/2015	02/27/15	
Closeout Completion[6]					

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

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[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County
Grantee Contract No.: DRS210068
Grantee Contract Start: 04/12/12
Grantee Contract End: 12/31/18
Description: Street Improvements

Activity: 5 Project: Ph 4: Olivarez #4,10, and Sunrise Sub

	Cal. Days	Start	End	Milestone/ Submittal Dates
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13
Acquisition[2]		10/6/2012	10/6/2012	10/06/12 - 10/06/12
60% Design & Submittal[3]	230	10/21/2012	6/8/2013	10/21/12 - 06/08/13
100% Design & Submittal (Plans/Specs/Permits)[4]	7	6/16/2013	6/16/2013	06/16/13
Design Acceptance	290	4/3/2014	4/3/2014	04/03/14
Advertise	20	4/24/2014	4/24/2014	04/24/14
Bid Opening	45	6/9/2014	6/9/2014	06/09/14
Award	408	10/8/2014	11/20/2015	10/08/14 - 11/20/15
Construction[5]	45	2/4/2016	2/4/2016	02/04/16
Closeout Completion[6]				

Grantee Contract Year 12 13 14 15 16

Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.
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[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
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Grantee: Hidalgo County

Grantee Contract No: DRS210068

Grantee Contract Start: 04/12/12

Grantee Contract End: 12/31/18

Grantee Contract Year 12 13 14 15

Description: Street Improvements	Ca. Days	Start	End	Milestone Submittal Dates	Description:
Activity: 5 Project: Ph 5: Puesta del Sol and Mesquite Acres					Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12	
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12	
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12	
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13	
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13	
Acquisition[2]		10/6/2012	10/6/2012	10/06/12 - 10/06/12	
60% Design & Submittal[3]	230	10/21/2012	6/8/2013	10/21/12 - 06/08/13	
100% Design & Submittal (Plans/Specs/Permits)[4]	7	6/16/2013	6/16/2013	06/16/13	
Design Acceptance	290	4/3/2014	4/3/2014	04/03/14	
Advertise	20	4/24/2014	4/24/2014	04/24/14	
Bid Opening	45	6/9/2014	6/9/2014	06/09/14	
Award	210	9/28/2014	4/26/2015	09/28/14 - 04/26/15	
Construction[5]	45	7/11/2015	7/11/2015	07/11/15	
Closeout Completion[6]					

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.

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Grantee: Hidalgo County
Grantee Contract No: DR5210008
Grantee Contract Start: 04/12/12
Grantee Contract End: 12/31/18
Grantee Contract Year 1 2 3 4 5

Description: Street Improvements

Activity: 5	Project: Ph 6: Delta Area Connector/E. Lateral 1	Cal. Days	Start	End	Milestone Submittal Dates	Description: Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.
Engineering Procurement/Contracting			4/13/2012	4/13/2012	04/13/12 - 04/13/12	
30% Design & Submittal		160	4/14/2012	9/21/2012	04/14/12 - 09/21/12	
Environmental Procurement/Contracting[1]		30	9/22/2012	10/22/2012	09/22/12 - 10/22/12	
Environmental ERR Preparation & Submittal		120	10/23/2012	2/20/2013	10/23/12 - 02/20/13	
Environmental ERR Certification		49	4/11/2013	4/11/2013	04/11/13	
Acquisition[2]		1050	9/22/2012	8/8/2015	09/22/12 - 08/08/15	
60% Design & Submittal[3]			10/6/2012	10/6/2012	10/06/12 - 10/06/12	
100% Design & Submittal (Plans/Specs/Permits)[4]		495	10/21/2012	2/28/2014	10/21/12 - 02/28/14	
Design Acceptance		7	3/6/2014	3/6/2014	03/06/14	
Advertise		602	11/1/2015	11/1/2015	11/01/15	
Bid Opening		20	11/22/2015	11/22/2015	11/22/15	
Award		30	12/23/2015	12/23/2015	12/23/15	
Construction[5]		240	1/21/2016	9/17/2016	01/21/16 - 09/17/16	
Closeout Completion[6]		45	12/2/2016	12/2/2016	12/02/16	

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.
[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County
Grantee Contract No: DRS2100068
Grantee Contract Start: 04/13/12
Grantee Contract End: 12/31/18
Grantee Contract Year

Description: Street Improvements	Cal Days	Start	End	Milestone Submittal Dates	Description:
Activity: 5 Project: Ph 7: Delta Area Connector/E. Lateral 2					Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12	
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12	
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12	
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13	
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13	
Acquisition[2]	1032	9/22/2012	7/21/2015	09/22/12 - 07/21/15	
60% Design & Submittal[3]		10/8/2012	10/8/2012	10/05/12 - 10/05/12	
100% Design & Submittal (Plans/Specs/Permits)[4]	495	10/21/2012	2/28/2014	10/21/12 - 02/28/14	
Design Acceptance	7	3/8/2014	3/8/2014	03/08/14	
Advertise	480	7/2/2015	7/2/2015	07/02/15	
Bid Opening	18	7/21/2015	7/21/2015	07/21/15	
Award	41	9/1/2015	9/1/2015	09/01/15	
Construction[5]	240	9/30/2015	5/27/2016	09/30/15 - 05/27/16	
Closeout Completion[6]	45	8/11/2016	8/11/2016	08/11/16	

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.
[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.
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[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

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Grantee: Hidalgo County
Grantee Contract No: DRS2160068
Grantee Contract Start: 04/12/12
Grantee Contract End: 12/31/18

Activity: 5 Project: Ph 8- Tijerina Estates

Description: Grantee shall construct a new storm sewer collection system, swales, culverts, and outfalls.

Description: Street Improvements	Cal. Days	Start	End	Milestone/ Submittal Dates
Engineering Procurement/Contracting		4/13/2012	4/13/2012	04/13/12 - 04/13/12
30% Design & Submittal	160	4/14/2012	9/21/2012	04/14/12 - 09/21/12
Environmental Procurement/Contracting[1]	30	9/22/2012	10/22/2012	09/22/12 - 10/22/12
Environmental ERR Preparation & Submittal	120	10/23/2012	2/20/2013	10/23/12 - 02/20/13
Environmental ERR Certification	49	4/11/2013	4/11/2013	04/11/13
Acquisition[2]		10/6/2012	10/6/2012	10/06/12 - 10/06/12
80% Design & Submittal[3]	333	10/21/2012	9/19/2013	10/21/12 - 09/19/13
100% Design & Submittal (Plans/Specs/Permits)[4]	7	9/27/2013	9/27/2013	09/27/13
Design Acceptance	560	4/11/2015	4/11/2015	04/11/15
Advertise	31	5/13/2015	5/13/2015	05/13/15
Bid Opening	20	6/3/2015	6/3/2015	06/03/15
Award	150	7/2/2015	11/29/2015	07/02/15 - 11/29/15
Construction[5]	45	2/13/2016	2/13/2016	02/13/16
Closeout Completion[6]				

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.
[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the county during the outreach conference call. Timeframes are approximate and subject to change.
[3] 80% design is assumed to start two (2) weeks after the 30% design submittal for review.
[4] 100% design is assumed to start two (2) weeks after the 80% design submittal for review.
[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Revised Project Budget

COUNTY OF HIDALGO

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
5.	Flood and Drainage Facilities	$ 17,621,333.11	$ 1,287,547.78[1]	$ 18,908,880.89
24.	Acquisition	$ 1,694,633.00	$ 900,000.00[2]	$ 2,594,633.00
30.	Engineering/Architectural Serv. (Total for all construction accounts)	$ 2,324,363.00	$	$ 2,324,363.00
33.	Planning/Project Delivery	$ 795,240.00	$	$ 795,240.00
35.	Environmental	$ 50,671.00	$	$ 50,671.00
	TOTALS	$ 22,486,240.11	$ 2,187,547.78	$ 24,673,787.89

[1]$1,287,547.78 = $515,365.78 added as Local Contribution from the Hidalgo County Drainage District No. 1 (HCDD#1) for the South Fork Drain Project (via Interlocal Agreement) + $600,000.00 added as Local Contribution from the Hidalgo County Drainage District No. 1 (HCDD#1) for the Peñitas Drain Project (via Interlocal Agreement), and $172,182 as Local Contribution from the Hidalgo County Drainage District No. 1 (HCDD#1) for the Tijerina Estates Project (via Interlocal Agreement).

[2]$900,000.00 added in Acquisition under Other Funds as Local Contribution from the Hidalgo County Drainage District No. 1 (HCDD#1) for the Peñitas Drain Project (via Interlocal Agreement).

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SUPPORTING DOCUMENTS

DocuSign Envelope ID: C7C2B3E6-F0E9-4F70-8009-A4F875041FC4

PURCHASE REQUISITION

Texas General Land Office

Do not place an Order. The Purchasing Department MUST place this order in compliance with State Laws and Regulations

REQUISITION NUMBER	305 -
SEND TO LEGAL SERVICES?	☑ YES ☐ NO
EXISTING CONTRACT NUMBER	DRS210068 GLO#12-406-000-6453

Program/Division	Contact for further Information	Phone Number	Date Prepared
Disaster Recovery	Edward Check	512-475-5026	November 17, 2015

Project Title or Purpose for this Requisition
County of Hidalgo requires an Amendment (Amendment No. 1) to revise Attachment A (Performance Statement and Implementation Schedule), Attachment B (Budget), and the effective dates to reflect a Contract End Date of December 31, 2018. The Grantee's contract began on April 12, 2012 and ends on December 31, 2015. Total Grant Funds ($22,486,240.11)

☐ Request a NEW CONTRACT ☐ Deadline - DATE:

☑ Request an AMENDMENT to an existing contract due to: Attachment A, Attachment B, Section 2 of the Contract.

FUNDING SOURCES (State or Federal / types NOAA / MMS, etc.): HUD

for Contract or Amendment, if any (Must include Deputy Memo)

Vendor I.D.	74-6000717					(Legal Approval)	Date:	
Vendor Name	County of Hidalgo					Project Manager/Phone #:	Edward Check 512-475-5026	
						Suggested Vendor:		
Address	1615 South Closner, Stuite J					Vendor Contact Person:	Ramon Garcia, County Judge	
						Phone & Fax Numbers:	Phone: (956)-318-2600	
City/State	Edinburg, TX		Zip	78539		E-mail address:	ramon.garcia@co.hidalgo.tx.us	
DT/PCC	Fund	Approp.	Compt. Obj.	GLO Code	PCA	Amount	Budget MIP Entry / By: / Date:	
							Notes/Comments: Contract End Date reflects the proposed Contract End Date.	

ITEM	CLASS - ITEM/ COMMODITY CODE	DESCRIPTION OF PRODUCT/SERVICE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
		CDBG Disaster Recovery Grant Program				$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					ADDITIONAL PAGE TOTAL:	
					GRAND TOTAL:	$0.00

CONTRACT DATES: FROM: 4/12/2012 TO: 12/31/2018

DIRECTOR — DATE: 11/18/2015
Javier Perez

DEPUTY — DATE

BUDGET-FUNDS AVAILABLE — DATE

IS-TECHNOLOGY/COMPUTER RELATED — DATE

PIO - PUBLICATIONS RELATED — DATE

CHIEF CLERK - $5,000 AND OVER — DATE

PURCHASING USE ONLY

HUB VENDOR:	RECYCLED PRODUCT	POSTED ON ESBD	VCID ☐	DATE TO LEGAL	Purch. Type:
☐ Yes ☐ No	☐ E-1 Recycled-content	☐ Yes ☐ No	REPERS ☐		Processed By:
☐ Black ☐ Woman	☐ E-2 Remanufactured	Order/Begin Date:			Date:
☐ Hispanic ☐ Asian	☐ E-4 Env. Sensitive	Due/End Date:			MIP Entry:
☐ Native American					

EXEMPTION STATUTE/DESCRIPTIVE LEGAL TEXT

- ☐ BOND FUND (use of funds to pay expenses related to the Land)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.175
- ☐ BOND FUND (use of funds to pay bond expenses)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.176
- ☐ BOND FUND (for printing)-TX. Nat. Res. Code, Chapter 161, Subchapter A, Section 161.176(3)
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H/TX. Gov. Code, Title 10, Chapter 2155, Subchapter 2155.147
- ☐ CONSULTING SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter B, Sec. 2254.021
- ☐ GRANTS-TX. Gov. Code, Title 10, Subtitle D, Section 2155.140
- ☐ INTERAGENCY CONTRACT-TX. Gov. Code, Title 7, Chapter 771
- ☐ INTERLOCAL CONTRACT-TX. Gov. Code, Title 7, Chapter 791
- ☐ MAIL SERVICES - TX. Gov. Code, Title 10, Subtitle D, Chapter 2162.105
- ☐ OSPRA-TX. Nat. Res. Code, Chapter 40
- ☐ OUTSIDE COUNSEL-TX. Gov. Code 2254.024
- ☐ OTHER -
- ☐ PERMANENT SCHOOL FUND INVESTMENTS-TX. Nat. Res. Code 51.402
- ☐ POSTAGE-General Appropriations Act. 74th Leg. Session, Sec. 9, HB 1, Sec. 33 (Purchase of Postage)
- ☐ PROFESSIONAL SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter A, Sec. 2254.001
- ☐ PURCHASE OF LAND-TX. Nat. Res. Code, Section 51.402
- ☐ REAL ESTATE TRANSACTION-TX. Nat. Resource Code, Ann 31.158(d)
- ☐ TELEPHONE/UTILITIES-TX. Gov. Code, Chapter 2155, Ref. 2155.01(d)
- ☐ TRAINING-TX. Gov. Code, Title 6, Subtitle B, Section 656.044
- ☐ VET HOMES-TX. Nat. Res. Code, Chapter 164 (Senate Bill)

ALL OBLIGATIONS GREATER THAN $25,000 MUST BE ADVERTISED ON THE ELECTRONIC STATE BUSINESS DAILY

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Encumbrance Change Request

Texas General Land Office

Date: 11/17/2015	Requisition Description:	Amendment to REQ. NO.
Program/Division: Disaster Recovery Program	Hurricane (Ike) Non-Housing Round 2.1, GLO Contract # 12-406-000-6453	305-

VENDOR NAME: Hidalgo County

CHANGE:

- ☐ Appropriation No.
- ☐ PCA
- ☐ Comp. Object Code
- ☐ Decrease Amount by
- ☑ Increase Amount by $1,543,934.11
- ☐ Cancel entire requisition
- ☐ Cancel - Combine with another number:
- ☐ Vendor Name
- ☐ Vendor Address
- ☐ Vendor ID
- ☐ Grant No
- ☐ Contract No
- ☐ Work Order No

CHANGE FROM:

Vendor

Address

Vendor ID

CHANGE TO:

Vendor

Address

Vendor ID

Fund	Comp. Object	GLO Code	Appn. No.	PCA	Grant No	Contract No	Work Order	Current Amount

Fund	Comp. Object	GLO Code	Appn. No.	PCA	Grant No.	Contract No.	Work Order	Amended Amount (See note below)

Additional Product/Service Item

Item No.	Commodity Code	Description of Product/Service Class	Item	Quantity	UOM	Unit Price		Estimated Cost
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
						TOTAL		$0.00

☐ Admin ☐ Planning ☑ Non-Housing ☐ Housing Funding Source: ☐ Rita 1 ☐ Rita 2 ☑ Ike ☐ Wildfire ☐ Wildfire 2

Reason for Change: ECR to increase the Round 2.1 Grantee Contract for the County of Hidalgo (12-406-000-6453) by $1,543,934.11 from the transfer of funds from the Rd 2.2 Grantee Contract for the County of Hidalgo (12-589-000-6887).

Note: Proper signatures must be obtained if the amended amount of the requisition exceeds $1,000 or $5,000.

PERSON INITIATING CHANGE

Requestor: Ilene Arguello

☐ Purchasing ☐ A/P ☐ Budget

Funds available? _____ Yes/No

☑ Division Analyst initials

MIP ENTRY BY: _____ Date: _____

REPERS ENTRY BY: _____ Date: _____

SIGNATURES/APPROVALS

Director Javier Perez 11/18/2015

Deputy - $1,000 and over

Budget Dir. - $1,000 and over

Sr. Deputy - $5,000 and over

Chief Clerk - $5,000 and over

Rev. 6/2000

DocuSign Envelope ID: C7C2B3E6-F0E9-4F70-8009-A4F875041FC4

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE:	November 17, 2015
TO:	Javier Perez, Director of Program Oversight, Disaster Recovery Program
FROM:	Tyler Payne, 512-475-5049, Disaster Recovery
DR CONTRACT:	DRS210068
GLO CONTRACT:	GLO#12-406-000-6453
COMMUNITY NAME:	County of Hidalgo
PURPOSE:	Round 2.1 Amendment No. 1

RUSH Reason:
Several Round 2.1 projects are in construction, and the Grantee cannot be in the position of not accessing grant funds in year 2016 because the Round 2.1 grant is expired

EXECUTIVE SUMMARY:
Grant funds in the amount of $1,543,934.11 are being transferred from Hidalgo County Round 2.2 Grant to the Round 2.1 Grant. Hidalgo County's Round 2.1 grant is also being extended to December 31,2018, due to projects' schedules reaching into year 2017. Consequently Round 2.1 grant funds are being moved to self-performing grant administration activity to oversee and close-out the remaining active projects. Construction budgets of projects known as East Lateral Phase 1, Penitas Drain and South Fork Drain are being supplemented with grant funds and increased local funds contributions to address overages, and additional and grantee-retained environmental funds are being allocated to the Penitas Drain project for a Phase 2 ESA.

DESCRIPTION / JUSTIFICATON
This Amendment requires the following:

- **Performance Statement:** Performance Statement has been changed.
- **Implementation Schedule:** The Implementation Schedule has been changed.
- **Contract Term Dates:** The Contract Term dates shall be revised to reflect a Contract End Date of December 31, 2018. The Grantee's current contract began on April 12, 2012 and ends on December 31, 2015.

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- **Budget:** The budget is revised as follows:

Table 1a - Contract Funds

Activity:	Prior Budget	Added/(Decreased) Budget Change	Current Budget
24-Acquisition - Acquisition: Delta Area Connector	$1,270,000	($146,000)	$1,124,000
5-Flood and Drainage Facilities - Penitas Drain	$4,274,833	($50,671)	$4,224,162
33-Planning/Project Delivery - Penitas Drain (Grantee)	$201,746	$47,500	$249,246
35-Environmental - Penitas Drain (Grantee)	$0	$50,671	$50,671
5-Flood and Drainage Facilities - South Fork Drain	$3,434,368	$129,503	$3,563,871
33-Planning/Project Delivery - South Fork Drain (Grantee)	$201,747	$47,500	$249,247
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 1: Acre Tract, Chapa North, and Chapa South (Grantee)	$25,218	($5,156.68)	$20,061.32
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 3: Olivarez#9, Olivarez #7, and Olivarez #18 (Grantee)	$25,218	($5,156.69)	$20,061.31
5-Flood and Drainage Facilities - Delta Area Connector and Lateral Phase 6: Delta Area Connector/East Lateral Ph.1	$387,585.89	$1,307,431.11	$1,695,017
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 6: Delta Area Connector/East Later Ph. 1 (Grantee)	$25,218	$50,594.21	$75,812.21
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 2: Bernal Heights #1 and #2, Bar 3 (Grantee)	$25,218	$3,094.21	$28,312.21
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 4: Olivarez #4, Olivarez #10, Sunrise Subdivision (Grantee)	$25,218	$3,094.21	$28,312.21
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 5: Puesta del Sol and Mesquite Acres (Grantee)	$25,219	($5,157.68)	$20,061.32
5-Flood and Drainage Facilities - Delta Area Connector and Lateral Phase 7: Delta Area	$5,188,180	$63,000	$5,251,180

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 18, 2011
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 at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   All members of the Court were counted present.

2. **Pledge of Allegiance**

   Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

   Commissioner Quintanilla led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

   The Court moved to approve the Consent Agenda.

5. **Open Forum**

   -The Court took a Moment of Silence for Hilda Bazan.

   -Congressman Ruben Hinojosa discussed an upcoming Career Fair.

   -Virginia Townsend and Fern McClaugherty commented on the delinquent taxes.

6. **Executive Officer - Valde Guerra:** (Exhibit J)

A. 1. 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."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

NO ACTION taken on items 6.A.1 & 2.

B. AI-29114 Recognition of County Treasurer Norma Garcia

The Court recognized Norma Garcia.

NO ACTION taken on this item.

2. Authorization for County Judge to sign the attached Participating Group Provider Agreement.

On motion of Commissioner Quintanilla, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

Commissioner Hector Palacios joined the meeting.

10. Emergency Management - Oscar Montoya: (Exhibit N)

A. AI-29142 Discussion, consideration and approval of Interlocal Agreement between the Rio Grande Valley Communications Group and the County of Hidalgo for Radio Service

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

11. Adult Probation - Arnold K. Patrick: (Exhibit O)

A. AI-28877 1. Authorization and approval to accept an extension for the Hidalgo County Veterans Court Grant (no. DJ-09-A10-24315-01). New termination date is 08/31/12. (Prior termination date was 08/31/11.)

2. Authorization and approval of Resolution to be designated the authorized official for the grant.

On motion of Commissioner Flores, seconded by Hector Palacios, the Court made a UNANIMOUS vote to approve items 11.A.2 & 2.

12. HIDTA - Task Force - Dora Munoz: (Exhibit P)

Commissioner Joseph Palacios was not present for discussion on all items listed on #12.

(Audio Tape #3, Tracking # 672)

A. AI-29095 HIDTA- US Treasury (1252):

1. Approval to create one (1) Criminal Investigator III, slot no. G001, grade 16.

2. Approval of intradepartmental transfer.

3. Approval of revised salary schedule

On motion of Commissioner Flores, seconded by Quintanilla, the Court made a UNANIMOUS vote to approve items 12.A.1, 2 & 3.

B. AI-29099 Requesting approval of claim/invoices with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor's Office.

Invoice Date	Vendor	Invoice #	Amount
10/07/2010	Superior Alarms	332835	$263.00

NO ACTION taken on this item.

13. Urban County - Diana Serna: (Exhibit Q)

(Audio Tape 3, Tracking # 858)

A. AI-29090 Consideration and Approval to modify and resubmit Hidalgo County's Texas Community Development Block Grant Program 2008 Supplemental Disaster Recovery Fund:

Hurricanes Ike and Dolly Round 2.1 Application to the General Land Office (GLO) and authorize the County Judge to sign any and all documents.

Presentation by Tony Barco and Godfrey Garza.

Mr. Barco explained that the list would include the East Lateral (Delta Area Connector), Pct. #1; Peñitas Drain, Pct. #3; and South Fork, Pct #2. Mr. Barco continued by commenting that if any monies are leftover, they go to the J-09, if it's in compliance with the Fair Housing Standards. Commissioner Hector Palacios stated that if Pct. 4 does not get funded,

On motion of Commissioner Hector Palacios, seconded by Joseph Palacios, the Court made a UNANIMOUS vote of approval to authorize to submit the list as presented, including Pct. 4.

14. Elections Administration - Yvonne Ramon: (Exhibit R)

(Audio Tape # 3, Tracking # 1685)

A. AI-29111 Discussion and approval of amended Election Day Sites (dates & times) for the Constitutional Amendment Election, November 8, 2011

On motion of Commissioner Joseph Palacios, seconded by Quintanilla, the Court made a UNANIMOUS vote of approval.

Commissioner Joseph Palacios stepped away.

15. Right of Way - Joe Pena: (Exhibit S)

(Audio Tape # 3, Tracking # 1810)

A. AI-29072 Request approval for County Judge to execute closing documents for Parcel 58, FM 681 Project.

On motion of Commissioner Quintanilla, seconded by Flores, the Court made a UNANIMOUS vote of approval.

16. Budget & Management - Sergio Cruz: (Exhibit T)

A. AI-29081 1. Public Hearing regarding the taxation of tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

Judge Garcia Opened the Public Hearing.

Mr. Armando Barrera came before the Court to make a presentation.

Judge Garcia Closed the Public Hearing.

2. Approval of Order of Hidalgo County to tax tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

On motion of Commissioner Flores, seconded by Joseph Palacios, the Court made a UNANIMOUS vote of approval.

PURCHASE REQUISITION

Texas General Land Office

Do not place an Order. The Purchasing Department MUST place this order in compliance with State Laws and Regulations

REQUISITION NUMBER	305 - 12-2190
SEND TO LEGAL SERVICES?	☑ YES ☐ NO
EXISTING CONTRACT NUMBER	DRS210068 12-406-000-6453

Program/Division	Contact for further Information	Phone Number	Date Prepared
Disaster Recovery	Maria Castañón	512-861-4939	February 23, 2012

Project Title or Purpose for this Requisition

Round 2.1 Award for the CDBG DR Program. (Non-Housing) Total Grant = $20,942,306.** (Entitlement)

☑ Request a NEW CONTRACT ☐ Deadline DATE: for Contract or Amendment, if any (Must include Deputy Memo)

☐ Request an AMENDMENT to an existing contract due to:

FUNDING SOURCES (State or Federal / type - NOAA / MMS, etc): HUD

Vendor I.D.	74-6000717					(Legal Approval)		Date: 3/15/12	
Vendor Name	County of Hidalgo					Project Manager/Phone #:	Jarrod Choate / (512) 691-2283		
						Suggested Vendor:			
Address	1615 South Closner, Suite J					Vendor Contact Person:	Ramon Garcia, County Judge		
						Phone & Fax Numbers:	Phone: (956) 318-2600; Fax: (956)		
City/State	Edinburg, TX		Zip	78539		E-mail address:	ramon.garcia@co.hidalgo.tx.us; diana.serna@ucp.co.hidalgo.tx.us; antonio.barco@ucp.co.hidalgo.tx.us		
DT/PCC	Fund	Approp.	Compt. Obj.	GLO Code	PCA	Amount	Budget MIP Entry	By:	Date:
9	1111	13046	7612	4280	21638	20,942,306	Notes/Comments:		

ITEM	CLASS - ITEM/ COMMODITY CODE	DESCRIPTION OF PRODUCT/SERVICE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
		CDBG Disaster Recovery Grant Program				$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					ADDITIONAL PAGE TOTAL	

CONTRACT DATES: FROM: D.O.E. TO: 12/31/2015 GRAND TOTAL: 20,942,306

DIRECTOR — DATE: 3/5/12

IT TECHNOLOGY/COMPUTER RELATED — DATE

DEPUTY — DATE: 3/15/12

PIO PUBLICATIONS RELATED — DATE: 4/12/12

BUDGET-FUNDS AVAILABLE — DATE: 3/14/12 (SR)

CHIEF CLERK - $5,000 AND OVER — DATE

PURCHASING USE ONLY

HUB VENDOR:	RECYCLED PRODUCT	POSTED ON ESBD	VCID ☐	DATE TO LEGAL	Purch. Type: ELC
☐ Yes ☐ No ☐ Black ☐ Woman ☐ Hispanic ☐ Asian ☐ Native American	☐ E-1 Recycled-content ☐ E-2 Remanufactured ☐ E-4 Env. Sensitive	☐ Yes ☐ No	REPERS ☐	3-15-12	Processed By: DF
		Order/Begin Date:			Date:
		Due/End Date:			MIP Entry:

EXEMPTION STATUTE/DESCRIPTIVE LEGAL TEXT

- ☐ BOND FUND (use of funds to pay expenses related to the Land)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.175
- ☐ BOND FUND (use of funds to pay bond expenses)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.176
- ☐ BOND FUND (for printing)-TX. Nat. Res. Code, Chapter 161, Subchapter A, Section 161.176(3)
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H/TX. Gov. Code, Title 10, Chapter 2155, Subchapter 2155.147
- ☐ CONSULTING SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter B, Sec. 2254.021
- ☐ GRANTS-TX. Gov. Code, Title 10, Subtitle D, Section 2155.140
- ☐ INTERAGENCY CONTRACT-TX. Gov. Code, Title 7, Chapter 771
- ☐ INTERLOCAL CONTRACT-TX. Gov. Code, Title 7, Chapter 791
- ☐ MAIL SERVICES - TX. Gov. Code, Title 10, Subtitle D, Chapter 2162.105
- ☐ OSPRA-TX. Nat. Res. Code, Chapter 40
- ☐ OUTSIDE COUNSEL-TX. Gov. Code 2254.024
- ☐ OTHER -
- ☐ PERMANENT SCHOOL FUND INVESTMENTS-TX. Nat. Res. Code 51.402
- ☐ POSTAGE-General Appropriations Act. 74th Leg. Session, Sec. 9, HB 1, Sec. 33 (Purchase of Postage)
- ☐ PROFESSIONAL SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter A, Sec. 2254.001
- ☐ PURCHASE OF LAND-TX. Nat. Res. Code, Section 51.402
- ☐ REAL ESTATE TRANSACTION-TX. Nat. Resource Code, Ann 31.158(d)
- ☐ TELEPHONE/UTILITIES-TX. Gov. Code, Chapter 2155, Ref. 2155.01(d)
- ☐ TRAINING-TX. Gov. Code, Title 6, Subtitle B, Section 656.044
- ☐ VET HOMES-TX. Nat. Res. Code, Chapter 164 (Senate Bill)

LEGALS 3-15-12 2:15 pm

RECEIVED MAR 15 2012 Texas General Land Office Purchasing

ALL OBLIGATIONS GREATER THAN $25,000 MUST BE ADVERTISED ON THE ELECTRONIC STATE BUSINESS DAILY (ESBD)

Read 3/13/12

GRANT AGREEMENT
GLO CONTRACT NO. 12-406-000-6453
COMMUNITY DEVELOPMENT BLOCK GRANT – ROUND 2.1 FUNDING
DISASTER RECOVERY PROGRAM

This Community Development Block Grant Disaster Recovery ("CDBG-DR") grant agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and the **COUNTY OF HIDALGO** ("Grantee"), hereinafter referred to collectively as "the Parties," to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program ("CDBG-DR"). In strict conformance with the terms and conditions of this Contract, Grantee shall construct, or cause to be constructed, improvements to flood and drainage facilities and components, including any acquisitions, engineering and planning required, in the County of Hidalgo, Texas (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee's Application.

Subject to the terms and conditions of this Contract and Grantee's Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **TWENTY MILLION NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SIX DOLLARS ($20,942,306.00)**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract.

However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement and Implementation Schedule

ATTACHMENT B: Project Budget

ATTACHMENT C: Nonexclusive list of Applicable Laws, Rules, and Regulations

ATTACHMENT D: General Affirmations

ATTACHMENT E: Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97)

ATTACHMENT F: Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)

ATTACHMENT G: Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at:
http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html;

the State of Texas Action Plan for Disaster Recovery found at;
http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html;

and the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 25, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

"Administrative and Audit Regulations" means the regulations included in Title 24, CFR, Part 85.

"Application" or "Grant Application" means the information provided by Grantee, which is the basis for the award of funding under this Contract.

"Budget" means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B.**

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract Documents" means the documents listed in **SECTION 1.02.**

"C.F.R." means the United States Code of Federal Regulations.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**.

"GAAP" means "generally accepted accounting principles" as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

"General Affirmations" means the affirmations in **Attachment D**, to which Grantee certifies by the signing of this Contract.

"Grant Administration Form" means one of several forms required to be submitted during the term of this Contract, which forms may be revised from time to time. The most current version of these forms should be downloaded, as needed, at http://www.glo.texas.gov/GLO/disaster-recovery.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of **Attachment A.**

"Letter of Acceptance" means a document to be executed by Grantee, Engineer, and Grantee's construction contractor, for each construction project, indicating: (i) acceptance, (ii) substantial completion as built, and (iii) commencement of the warranty period, as discussed in **SECTION 4.01** hereof.

"Performance Statement" means the statement of work contained in **Attachment A.**

"PMC" means the GLO's Project Management Company, HNTB Corporation.

"Program" means the Community Development Block Grant Disaster Recovery program.

"Project" means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A.**

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines by which a CDBG-DR grant program must be operated.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Reports" means a document detailing the status of the Project under the Contract, to be submitted to the GLO as a condition of reimbursement, as discussed in **SECTION 4.01(a).**

"Regulations" means 24 C.F.R. Part 570.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;

(c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,

(d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and

(e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(j) Time is of the essence in this Contract.

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ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Grantee may request reimbursement from the GLO no more often than monthly. Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email to the GLO monthly, on or before the 10th day of each calendar month.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Grantee may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the GLO. The GLO may allow flexibility among Budget categories to the extent that the total revisions do not exceed ten percent (10%) of the total budget. Such reallocations may not increase the amount of the grant or total Budget, and shall be effective only after written approval by the GLO. Any request for a variance that (a) exceeds ten percent (10%) of the total budget; (b) changes the total budget amount; (c) changes the Project scope; or (d) changes the Project outcome may be allowed only by formal, written Contract amendment. In addition, aggregate requests for variances which, over time, exceed twenty-five percent (25%) of the total budgeted amount, may be allowed only by formal, written Contract amendment.

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A FINAL, ACTUAL BUDGET SHALL BE SUBMITTED BY GRANTEE NO LATER THAN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

IN ADDITION, GRANTEE SHALL SUBMIT A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES AS DETERMINED BY THE GLO. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in accordance with ARTICLE 4 of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 -- CONTRACT PERIOD, TERMINATION, AND DEFAULT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 ("Contract Period"). **Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A; failure to meet any milestone may result in termination under SECTION 3.02, below.**

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST NINETY (90) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES;** and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

In addition, Grantee acknowledges the responsibility to submit to the GLO, Engineer, and Grant Administrator, if any, all signed Letters of Acceptance (LOA), within two (2) weeks of execution by Grantee. Failure to timely submit the LOA pursuant to this paragraph may result in the withholding of the final payment under this Contract.

(a) Quarterly Reports

Accurate, timely Quarterly Reports are required as a condition of reimbursement. Each Quarterly Report shall include progress made since the prior reporting period, projected quantities if any variances are anticipated, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information that may be required by the GLO. In the sole discretion of the GLO, reports may be requested more often than quarterly, and the Grantee shall provide such additional information to the GLO in a timely manner.

The GLO may review Quarterly Report(s) and may request revisions to be made. Grantee shall coordinate with the GLO to make such revisions in a timely manner. Reimbursement may be withheld, in the sole discretion of the GLO, if a Quarterly Report is delinquent or deficient.

(b) Project Completion Report

The Project Completion Report ("PCR"), as defined above, must be submitted to the GLO by the close of business no later than sixty (60) days from Grantee's execution of the final Certificate of Construction Completion ("COCC"). The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all projects, both as originally assigned and as ultimately completed, including any revisions approved by the GLO outside the formal, written amendment process, as provided under **SECTION 8.17** hereof.

(c) Forms

Grantee must execute the forms included as **Attachments E and F,** and certifies by the execution of this Contract to all affirmations in **Attachment D,** confirming compliance with required state and federal laws applicable to the Contract.

(i) General Affirmations are found in **Attachment D,** and Grantee certifies by the execution of this Contract to all statements therein.

(ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found in **Attachment E**, and must be executed by Grantee.

(iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 1 of **Attachment F**, and must be executed by Grantee.

(iv) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 2 of **Attachment F**.

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ARTICLE 5 - STATE AND FEDERAL FUNDING AND RECAPTURE OF FUNDS

5.01 FEDERAL FUNDING

Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, GRANTEE ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct, in a satisfactory manner as determined by the GLO, the Project, as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under this Article; notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with the terms and conditions of this Contract.

5.04 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant amount until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, and that all requirements of the Contract; all relevant provisions of the Grant; and all applicable law, rules, and regulations have been fulfilled by Grantee.

5.05 OVERPAYMENT

Grantee understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.

(b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Grantee may utilize funds budgeted under this Contract to pay for that

portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Grantee shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

Grantee shall retain all records relevant to this Contract for a minimum of five (5) years. The period of retention begins at the date of final payment by the GLO of reimbursable expenses, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or any administrative proceeding or litigation that may ensue.

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.

(c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.

(d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Grantee shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System

at https://www.epls.gov/.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B.** Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

8.10 CITIZEN PARTICIPATION

(a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

(b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.

(c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Disaster Recovery Division

Grantee
County of Hidalgo
1615 South Closner, Suite J
Edinburg, TX 78539
Attention: Judge Ramon Garcia

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

> "This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program."

8.17 AMENDMENTS TO THE CONTRACT

Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under **SECTION 2.04**; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.

Notwithstanding the preceding, in the sole discretion of the GLO, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO without formal amendment. **Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.**

Pursuant to **SECTIONS 2.04 AND 4.01(b)** hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its integrated Attachments constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17** of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-406-000-6453

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 4/12/12

LEGAL AA
PB DIV
AGC
GC

COUNTY OF HIDALGO

By: Ramon Garcia
Title: County Judge

Date of execution:

Approved by Commissioners' Court
on 10-18-11 RO

ATTACHMENTS TO GLO CONTRACT NO. 12-406-000-6453

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,)
ATTACHMENT F:	Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT G:	Special Conditions

ATTACHMENTS FOLLOW

Performance Statement

County of Hidalgo

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the budget.

As a result of Hurricane Dolly on July 23, 2008, the county sustained flooding that resulted in drainage infrastructure failure. The existing drainage system infrastructure failed to function because the current systems were unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage systems to function threatened the public health, safety, and welfare of all served by these facilities due to flooding. The County is in need of adequately-sized drainage infrastructure to reduce flooding.

Flood and Drainage Facilities-5

Penitas Drain

Grantee shall purchase and install approximately eight hundred twenty-five feet (825 ft.) of storm pipe (box and RCP) along with an associated outfall for the proposed system within the Colonias of Puerta Blanca, Daniel Ozuna, Reina, and Ramona. Work will include the installation of drainage inlets, manholes, driveway and pavement repairs, ditch excavation, concrete riprap, headwalls, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Rodriguez Road to U.S. Expressway 83. Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding.

These activities shall benefit six thousand two hundred eighty-three (6,283) persons, of which four thousand four (4,004), or sixty-three percent (63%), are of low to moderate income.

South Fork Drain

Grantee shall purchase and install drain check valves for existing outfall structures in the South Floodwater Channel and provide a new storm lateral to drain the South Fork Colonia and surrounding area. Work will include existing ditch clearing/grubbing, channel and trench excavation, riprap, installation of storm and irrigation pipe (box and RCP), headwalls, concrete weir, associated appurtenances, and perform site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit fourteen thousand six hundred twenty-five (14,625) persons, of which eleven thousand three hundred seventy-five (11,375), or seventy-seven percent (77%), are of low to moderate income.

Delta Area Connector and Lateral

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls at Colonias Bernal Heights, Bar, Chapa North, Chapa South, Olivarez#10, Olivarez#4, Puesta del Sol, Sunrise Subdivision, Olivarez #7, Olivearez #9, Olivarez #18, Tijerina Estates, and Mesquite Acres. Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associated appurtenances. In addition, grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Mile 12 ½ Road to the Hidalgo County Drainage District No. 1 Ditch. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit sixty-four thousand six hundred ninety (64,690) persons, of which forty-four thousand three hundred twenty-one (44,321), or sixty-eight percent (68%), are of low to moderate income.

Acquisition-24

Grantee shall acquire easements as needed to accommodate proposed drainage system improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in the Budget.

Planning / Project Delivery-33

Grantee shall ensure the amount of the funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in the Budget.

Project Implementation Schedule

Grantee: Hidalgo County

Acquisition completion is after Bid Opening.

Description	Cal. Days	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
Activity: 5 Project: Penitas Drain		Work shall include installation of a strom sewer system
Engineering Procurement/Contracting	60	
30% Design & Submittal	30	
Environmental Procurement/Contracting[1]	30	
Environmental ERR Preparation & Submittal	90	
Environmental ERR Certification	60	
Acquisition[2]	280	
60% Design & Submittal[3]	90	
100% Design & Submittal (Plans/Specs/Permits)[4]	90	
Design Acceptance	14	
Advertise	21	
Bid Opening	30	
Award	30	
Construction[5]	300	
Closeout Completion[6]	30	

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

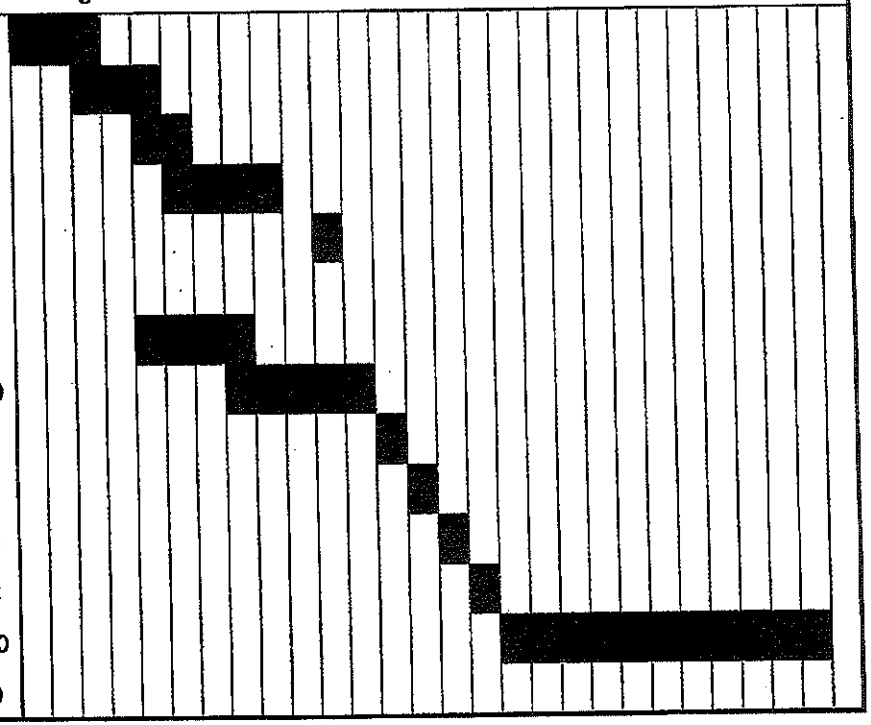
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Rev. 6/23/2011

Project Implementation Schedule

Grantee: **Hidalgo County**

Description	Cal. Days
Activity: 5 Project: South Fork Drain	Work shall include new check valves, storm lateral and clearing/ grubbing of existing channel.
Engineering Procurement/Contracting	60
30% Design & Submittal	60
Environmental Procurement/Contracting[1]	30
Environmental ERR Preparation & Submittal	90
Environmental ERR Certification	60
Acquisition[2]	
60% Design & Submittal[3]	90
100% Design & Submittal (Plans/Specs/Permits)[4]	120
Design Acceptance	14
Advertise	21
Bid Opening	30
Award	30
Construction[5]	330
Closeout Completion[6]	30



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[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Rev. 6/23/2011

Project Implementation Schedule

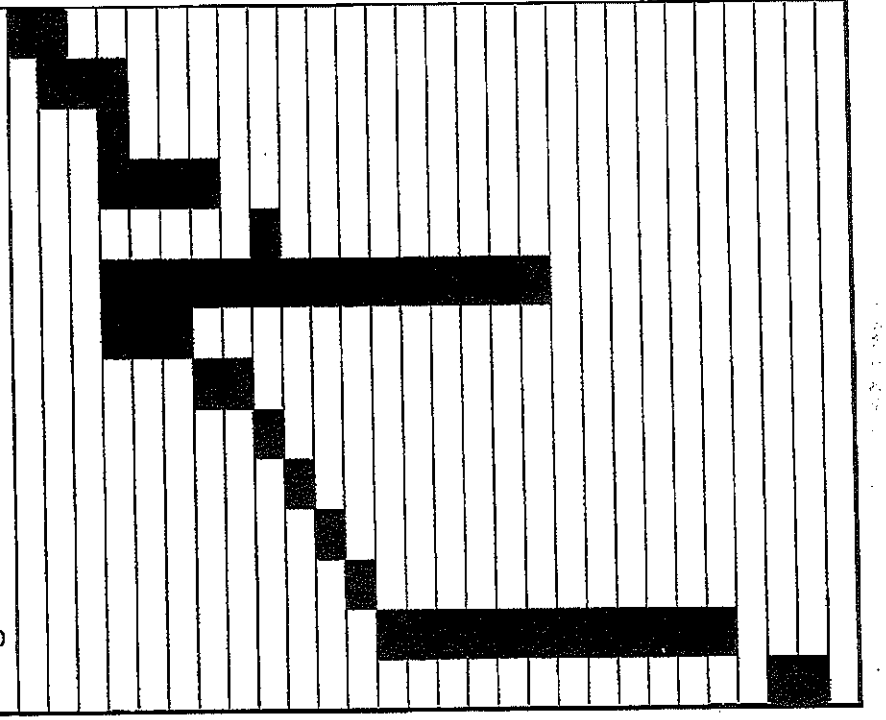
Grantee: **Hidalgo County**

Acquisition completion is after Bid Opening.

Activity: 5 Project: Delta Area Connector/ East Lateral

Work shall include installation of a new storm sewer system

Description: Street Improvements	Cal Days
Engineering Procurement/Contracting	30
30% Design & Submittal	60
Environmental Procurement/Contracting[1]	
Environmental ERR Preparation & Submittal	90
Environmental ERR Certification	60
Acquisition[2]	450
60% Design & Submittal[3]	60
100% Design & Submittal (Plans/Specs/Permits)[4]	60
Design Acceptance	14
Advertise	21
Bid Opening	30
Award	30
Construction[5]	360
Closeout Completion[6]	30



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[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Rev. 6/23/2011

Budget

County of Hidalgo

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
5.	Flood and Drainage Facilities	$ 15,841,012	$	$ 15,841,012
24.	Acquisition	$ 1,840,633	$	$ 1,840,633
30.	Engineering/Architectural Serv. (Total for all construction accounts)	$ 2,655,421	$	$ 2,655,421
33.	Planning / Project Delivery	$ 605,240	$	$ 605,240
	TOTALS	$ 20,942,306	$	$ 20,942,306

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in **SECTION 1.03** of this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery;

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063." The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5): 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (18 U.S.C. 874): 41 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327A and 330);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5);

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C.F.R. Part 84);

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R. Part 85);

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments);

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning;

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder;

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs;

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1);

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347);

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.);

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5;

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d));

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e);

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.);

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536);

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c);

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d);

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93);

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202);

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658);

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58);

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations:

1. The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract.

3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.

4. Grantee certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov. Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5. Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

6. Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

   Name of Former Executive: _____
   Name of State Agency: _____
   Date of Separation from State Agency: _____
   Position with Grantee: _____
   Date of Employment with Grantee: _____

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

8. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.

9. Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.

10. The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.

11. Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us

12. Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: **Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

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 application.

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), 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. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in 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 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 subagreements.

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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).

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 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
County of Hidalgo	4/5/12

Standard Form 424B (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

Approved by Commissioners' Court
on 10-18-11 RO

U.S. DEPARTMENT OF COMMERCE

FORM CD-512
(REV 12-04)

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

County of Hidalgo	GLO Contract No. 12-406-000-6453
NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Ramon Garcia, County Judge	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Ramon Garcia	4/15/12
SIGNATURE	DATE

THIS FORM MUST BE EXECUTED

Approved by Commissioners' Court
on 10-18-11 RC

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

(2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.

(3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described , Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.
In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Grantee shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Grantee shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Grantee shall provide a copy of its proposed program guidelines for GLO review . All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Grantee shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If the estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Grantee shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Grantee shall ensure that the primary purpose of the facility, as described in **Attachment A,** is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the

priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Grantee shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Grantee shall submit a copy of Grantee's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Grantee shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Grantee shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Grantee shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Grantee will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at http://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Grantees disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Grantee must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Grantee shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

(1) The housing rehabilitation or reconstruction assistance provided by Grantee shall be in the form of a five-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 20 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.

(2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.

(3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.

(4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.

(6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.

(7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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SUPPORTING DOCUMENTS

DocuSign Envelope ID: C7C2B3E6-F0E9-4F70-8009-A4F875041FC4

PURCHASE REQUISITION

Texas General Land Office

Do not place an Order. The Purchasing Department MUST place this order in compliance with State Laws and Regulations

REQUISITION NUMBER	305 -
SEND TO LEGAL SERVICES?	☑ YES ☐ NO
EXISTING CONTRACT NUMBER	DRS210068 GLO#12-406-000-6453

Program/Division	Contact for further Information	Phone Number	Date Prepared
Disaster Recovery	Edward Check	512-475-5026	November 17, 2015

Project Title or Purpose for this Requisition

County of Hidalgo requires an Amendment (Amendment No. 1) to revise Attachment A (Performance Statement and Implementation Schedule), Attachment B (Budget), and the effective dates to reflect a Contract End Date of December 31, 2018. The Grantee's contract began on April 12, 2012 and ends on December 31, 2015. Total Grant Funds ($22,486,240.11)

☐ Request a NEW CONTRACT ☐ Deadline - DATE: for Contract or Amendment, if any (Must include Deputy Memo)

☑ Request an AMENDMENT to an existing contract due to: Attachment A, Attachment B, Section 2 of the Contract.

FUNDING SOURCES (State or Federal / types - NOAA / MMS, etc.): HUD

Vendor I.D.	74-6000717	(Legal Approval)	Date:
Vendor Name	County of Hidalgo	Project Manager/Phone #:	Edward Check 512-475-5026
		Suggested Vendor:	
Address	1615 South Closner, Stuite J	Vendor Contact Person:	Ramon Garcia, County Judge
		Phone & Fax Numbers:	Phone: (956)-318-2600
City/State	Edinburg, TX	E-mail address:	ramon.garcia@co.hidalgo.tx.us
Zip	78539		

DT/PCC	Fund	Approp.	Compt. Obj.	GLO Code	PCA	Amount

Budget MIP Entry — By: — Date:

Notes/Comments:
Contract End Date reflects the proposed Contract End Date.

ITEM	CLASS - ITEM/ COMMODITY CODE	DESCRIPTION OF PRODUCT/SERVICE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
		CDBG Disaster Recovery Grant Program				
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					ADDITIONAL PAGE TOTAL:	
CONTRACT DATES:	FROM: 4/12/2012	TO: 12/31/2018			GRAND TOTAL:	$0.00

DIRECTOR — *DATE*

Javier Perez 11/18/2015

DEPUTY — *DATE*

IS-TECHNOLOGY/COMPUTER RELATED — *DATE*

PIO - PUBLICATIONS RELATED — *DATE*

BUDGET-FUNDS AVAILABLE — *DATE*

CHIEF CLERK - $5,000 AND OVER — *DATE*

PURCHASING USE ONLY

HUB VENDOR:	RECYCLED PRODUCT	POSTED ON ESBD	VCID ☐	DATE TO LEGAL	Purch. Type:
☐ Yes ☐ No ☐ Black ☐ Woman ☐ Hispanic ☐ Asian ☐ Native American	☐ E-1 Recycled-content ☐ E-2 Remanufactured ☐ E-4 Env. Sensitive	☐ Yes ☐ No	REPERS ☐		Processed By:
		Order/Begin Date:			Date:
		Due/End Date:			MIP Entry:

EXEMPTION STATUTE/DESCRIPTIVE LEGAL TEXT

☐ BOND FUND (use of funds to pay expenses related to the Land)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.175

☐ BOND FUND (use of funds to pay bond expenses)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.176

☐ BOND FUND (for printing)-TX. Nat. Res. Code, Chapter 161, Subchapter A, Section 161.176(3)

☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H

☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H/TX. Gov. Code, Title 10, Chapter 2155, Subchapter 2155.147

☐ CONSULTING SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter B, Sec. 2254.021

☐ GRANTS-TX. Gov. Code, Title 10, Subtitle D, Section 2155.140

☐ INTERAGENCY CONTRACT-TX. Gov. Code, Title 7, Chapter 771

☐ INTERLOCAL CONTRACT-TX. Gov. Code, Title 7, Chapter 791

☐ MAIL SERVICES - TX. Gov. Code, Title 10, Subtitle D, Chapter 2162.105

☐ OSPRA-TX. Nat. Res. Code, Chapter 40

☐ OUTSIDE COUNSEL-TX. Gov. Code 2254.024

☐ OTHER - _____

☐ PERMANENT SCHOOL FUND INVESTMENTS-TX. Nat. Res. Code 51.402

☐ POSTAGE-General Appropriations Act. 74th Leg. Session, Sec. 9, HB 1, Sec. 33 (Purchase of Postage)

☐ PROFESSIONAL SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter A, Sec. 2254.001

☐ PURCHASE OF LAND-TX. Nat. Res. Code, Section 51.402

☐ REAL ESTATE TRANSACTION-TX. Nat. Resource Code, Ann 31.158(d)

☐ TELEPHONE/UTILITIES-TX. Gov. Code, Chapter 2155, Ref. 2155.01(d)

☐ TRAINING-TX. Gov. Code, Title 6, Subtitle B, Section 656.044

☐ VET HOMES-TX. Nat. Res. Code, Chapter 164 (Senate Bill)

ALL OBLIGATIONS GREATER THAN $25,000 MUST BE ADVERTISED ON THE ELECTRONIC STATE BUSINESS DAILY

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Encumbrance Change Request

Texas General Land Office

Date: 11/17/2015	Requisition Description:	Amendment to REQ. NO.
Program/Division Disaster Recovery Program	Hurricane (Ike) Non-Housing Round 2.1, GLO Contract # 12-406-000-6453	305-

VENDOR NAME: Hidalgo County

CHANGE:

- ☐ Appropriation No.
- ☐ PCA
- ☐ Comp. Object Code
- ☐ Decrease Amount by
- ☑ Increase Amount by $1,543,934.11
- ☐ Cancel entire requisition
- ☐ Cancel - Combine with another number:
- ☐ Vendor Name
- ☐ Vendor Address
- ☐ Vendor ID
- ☐ Grant No
- ☐ Contract No
- ☐ Work Order No

CHANGE FROM:

Vendor

Address

Vendor ID

CHANGE TO:

Vendor

Address

Vendor ID

Fund	Comp. Object	GLO Code	Appn. No.	PCA	Grant No	Contract No	Work Order	Current Amount

Fund	Comp. Object	GLO Code	Appn. No.	PCA	Grant No.	Contract No.	Work Order	Amended Amount (See note below)

Additional Product/Service Item

Item No.	Commodity Code	Description of Product/Service Class	Item	Quantity	UOM	Unit Price		Estimated Cost
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
						TOTAL		$0.00

☐ Admin ☐ Planning ☑ Non-Housing ☐ Housing Funding Source: ☐ Rita 1 ☐ Rita 2 ☑ Ike ☐ Wildfire 1 ☐ Wildfire 2

Reason for Change: ECR to increase the Round 2.1 Grantee Contract for the County of Hidalgo (12-406-000-6453) by $1,543,934.11 from the transfer of funds from the Rd 2.2 Grantee Contract for the County of Hidalgo (12-589-000-6887).

Note: Proper signatures must be obtained if the amended amount of the requisition exceeds $1,000 or $5,000.

PERSON INITIATING CHANGE

Requestor: Ilene Arguello

☐ Purchasing ☐ A/P Funds available? ☐ Budget _____ Yes/No

☑ Division Analyst initials

MIP ENTRY BY: _____ Date: _____

REPERS ENTRY BY: _____ Date: _____

SIGNATURES/APPROVALS

Director Javier Perez 11/18/2015

Deputy - $1,000 and over

Budget Dir. - $1,000 and over

Sr. Deputy - $5,000 and over

Chief Clerk - $5,000 and over

Rev. 6/2000

DocuSign Envelope ID: C7C2B3E6-F0E9-4F70-8009-A4F875041FC4

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

DATE:	November 17, 2015
TO:	Javier Perez, Director of Program Oversight, Disaster Recovery Program
FROM:	Tyler Payne, 512-475-5049, Disaster Recovery
DR CONTRACT:	DRS210068
GLO CONTRACT:	GLO#12-406-000-6453
COMMUNITY NAME:	County of Hidalgo
PURPOSE:	Round 2.1 Amendment No. 1

RUSH Reason:
Several Round 2.1 projects are in construction, and the Grantee cannot be in the position of not accessing grant funds in year 2016 because the Round 2.1 grant is expired

EXECUTIVE SUMMARY:
Grant funds in the amount of $1,543,934.11 are being transferred from Hidalgo County Round 2.2 Grant to the Round 2.1 Grant. Hidalgo County's Round 2.1 grant is also being extended to December 31,2018, due to projects' schedules reaching into year 2017. Consequently Round 2.1 grant funds are being moved to self-performing grant administration activity to oversee and close-out the remaining active projects. Construction budgets of projects known as East Lateral Phase 1, Penitas Drain and South Fork Drain are being supplemented with grant funds and increased local funds contributions to address overages, and additional and grantee-retained environmental funds are being allocated to the Penitas Drain project for a Phase 2 ESA.

DESCRIPTION / JUSTIFICATON
This Amendment requires the following:

- **Performance Statement:** Performance Statement has been changed.
- **Implementation Schedule:** The Implementation Schedule has been changed.
- **Contract Term Dates:** The Contract Term dates shall be revised to reflect a Contract End Date of December 31, 2018. The Grantee's current contract began on April 12, 2012 and ends on December 31, 2015.

DocuSign Envelope ID: C7C2B3E6-F0E9-4F70-8009-A4F875041FC4

MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

- **Budget:** The budget is revised as follows:

Table 1a - Contract Funds

Activity:	Prior Budget	Added/(Decreased) Budget Change	Current Budget
24-Acquisition - Acquisition: Delta Area Connector	$1,270,000	($146,000)	$1,124,000
5-Flood and Drainage Facilities - Penitas Drain	$4,274,833	($50,671)	$4,224,162
33-Planning/Project Delivery - Penitas Drain (Grantee)	$201,746	$47,500	$249,246
35-Environmental - Penitas Drain (Grantee)	$0	$50,671	$50,671
5-Flood and Drainage Facilities - South Fork Drain	$3,434,368	$129,503	$3,563,871
33-Planning/Project Delivery - South Fork Drain (Grantee)	$201,747	$47,500	$249,247
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 1: Acre Tract, Chapa North, and Chapa South (Grantee)	$25,218	($5,156.68)	$20,061.32
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 3: Olivarez#9, Olivarez #7, and Olivarez #18 (Grantee)	$25,218	($5,156.69)	$20,061.31
5-Flood and Drainage Facilities - Delta Area Connector and Lateral Phase 6: Delta Area Connector/East Lateral Ph.1	$387,585.89	$1,307,431.11	$1,695,017
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 6: Delta Area Connector/East Later Ph. 1 (Grantee)	$25,218	$50,594.21	$75,812.21
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 2: Bernal Heights #1 and #2, Bar 3 (Grantee)	$25,218	$3,094.21	$28,312.21
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 4: Olivarez #4, Olivarez #10, Sunrise Subdivision (Grantee)	$25,218	$3,094.21	$28,312.21
33-Planning/Project Delivery - Delta Area Connector and Lateral Phase 5: Puesta del Sol and Mesquite Acres (Grantee)	$25,219	($5,157.68)	$20,061.32
5-Flood and Drainage Facilities - Delta Area Connector and Lateral Phase 7: Delta Area	$5,188,180	$63,000	$5,251,180

AI-52454 **Urban County** **14. J.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Progreso is requesting authority to purchase playground equipment for the Progreso City Park. Purchase will be made from APC Play, an authorized dealer under American Parks Company (contract # 423-13), an approved vendor through Hidalgo County's membership and participation with the State of Texas Buy Board. The total amount of purchase including shipping and installation is $29,995.50 (quote attached) funded thru UCP FY 28 (2015) Progreso – Park, Recreational Facilities funds.

BACKGROUND

The playground equipment purchased will be utilized at the Progreso City Park. See attached quote.

Vendor: American Parks Company
Purchase Amount: $29,999.50

Funds Available: $30,000.00 FY 28 (2015) Park, Recreational Facilities

---

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 02:04 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Sandra Regalado Started On: 11/30/2015 04:24 PM

Final Approval Date: 12/11/2015

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** Stacy Browning

Purchase #1 **Vendor Name:** American Parks Company **Contract No. :** 423-13 **Phone:** 1-800-381-4491

Quantity	Description of Items	Price per Unit	Total Amount
1	Walnut Ridge Playground Structure- Safety Use Zone 35' x 41'	$33,628.00	$16,814.00
2	Sit up Bench	$1,303.00	$2,606.00
39	Landscape Border Timbers with stake– Border	$35.00	$1,365.00
55	IPEMA Certified Engineered Wood Fiber	$102.00	$4,152.50
1	Professional Installation of Playground Structure	$7,593.00	$7,593.00
1	Corporate Discount	$0.00	-($1,247.00)
1	Multiple Playground Discount	$0.00	-($3,434.00)
1	Shipping and handling		$2,150.00

TOTAL:	$29,999.50

Recommendation: Purchase playground equipment from American Parks Company

Requested by: Alfredo Espinosa Date 12/7/15 **UCP Approval:** [signature] Date 12-07-15

RECEIVED
DEC - 7 2015
URBAN COUNTY PROGRAM

Prepared By Stacey Browning
Email stacey@apcplay.com
Phone (888) 401-6446 Ext 110
Fax (888) 723-6231

PLAY... It's What We Do Best!

Contact Name Raul Garcia
Email garciaraul955@yahoo.com
Phone (956) 565-0241

Quote Number 00003267
Quote Name City of Progreso
Created Date 12/4/2015
Expiration Date 12/11/2015

Bill To Name City of Progreso
Bill To
Progreso, Texas 78579
United States

Ship To Name City of Progreso
Ship To
United States

Product	Product Code	Line Item Description	List Price	Sales Price	Quantity	Total Price
Walnut Ridge	AP-0011	Structure features 4 Slides, 4 Climbers, Fireman's Pole, 10' Track Ride • Age Group: 5-12 • Child Capacity: 26 • Use Zone: 35' x 41' • Fall Height: 8' PRIMARY COLORS	$33,628.00	$16,814.00	1.00	$16,814.00
4' Landscape Timbers with One Stake (Border)	90022004XX	4' Landscape Timbers with One Stake (Border)	$35.00	$35.00	39.00	$1,365.00
Engineered Wood Fiber	WOODFIBER-2	IPEMA Certified Engineered Wood Fiber includes filter fabric and freight	$102.00	$75.50	55.00	$4,152.50
SIT-UP BENCH	AFT-13972	Sit up Bench	$1,303.00	$1,303.00	2.00	$2,606.00
Professional Installation	INSTALL	Professional installation includes the walnut ridge play structure, 2 sit up benches, EWF and Landscape timbers	$0.00	$7,593.00	1.00	$7,593.00
Corporate Discount	CORP Discount	APC Additional discount applicable with Buy Board # 423-13 acct	$0.00	($1,247.00)	1.00	($1,247.00)
DISCOUNT	DSCNT	APC Additional discount applicable if approved by Dec 30th 2015	$0.00	($3,434.00)	1.00	($3,434.00)

Subtotal	$27,849.50	Shipping and Handling	$2,150.00
		Grand Total	$29,999.50

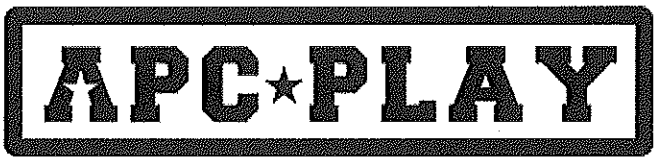
Items to Note & Special Instructions

Product normally ships within 3-4 weeks from when your order is processed. Price EXCLUDES: sitework, underground line location, permits, lift gates & impact fees. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Customer is responsible for any taxes that may apply. Specific vendor registration and/or insurance requirements may result in additional fees. If order is cancelled a 25% restocking fee may be assessed.

I APPROVE THIS PROJECT. LETS GET STARTED!

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment for equipment is due in full upon receipt of invoice. Installation charges are due after installation has been completed. By signing below, you agree to the terms and conditions found here: https://apcplay.com/terms-conditions/.

Company: Date:



Prepared By	Stacey Browning
Email	stacey@apcplay.com
Phone	(888) 401-6446 Ext 110
Fax	(888) 723-6231

PLAY... It's What We Do Best!

Authorized Purchaser: Title:

FW: Price Verification

From : Connie Burkett <Connie.Burkett@tasb.org> Mon, Dec 07, 2015 11:39 AM
Subject : FW: Price Verification 3 attachments
To : 'Monica Leal' <monica.leal@co.hidalgo.tx.us>

Monica,

The items on the quote are in compliance with the award for American Parks Company under Contract 423-13.
The vendor is only required to offer a 5% discount on items, and has offered the County an overall discount in excess of 40% on products, with additional discounts available.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Monday, December 07, 2015 11:23 AM
To: Connie Burkett
Subject: Re: Price Verification

I'm sorry, Connie! See attachment.

Thank you

Monica Leal

From: "Connie Burkett" <Connie.Burkett@tasb.org>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Monday, December 7, 2015 11:11:36 AM
Subject: RE: Price Verification

Monica,

There was not an attachment.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Monday, December 07, 2015 11:01 AM
To: Connie Burkett
Cc: Diana Serna; Antonio Barco; P.R. Avila II
Subject: Price Verification

Good morning Ms. Burkett,

We received the attached quote from APC Play a recently added authorized dealer for American Parks Company, Inc. Can you please assist with verification of quote? Thank you!

Respectfully,

Monica Leal

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

"For I know the plans I have for you declares the Lord, plans to prosper you, and not to harm you, plans to give you hope and a future" Jeremiah 29:11

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pri
American Parks Company	0% Discount Off American Parks Co. pricelist for All Repair/Replacement Parts	
American Parks Company	Hourly Rate for All Repair/Service Labor ($500.00 minimum)	
American Parks Company	Hourly Rate for All Repair/Service Labor	
American Parks Company	Installation of Playground Equipment	
American Parks Company	Installation of Playground Equipment	
American Parks Company	Installation of Park Buildings & Shelters	
American Parks Company	Installation of Outdoor Scoreboards	
American Parks Company	Installation of Bleachers & Seating Systems	
American Parks Company	Installation of Bleachers & Seating Systems	
American Parks Company	Installation of All Other Park & Recreation Related Equipment/Products	
American Parks Company	Installation of All Other Park & Recreation Related Equipment/Products	
American Parks Company	5% Discount Off UltraShelter pricelist for Park Buildings & Shelters	
American Parks Company	5% Discount Off UltraShade pricelist for Shade Canopies & Structures	
American Parks Company	5% Discount Off Playsystems pricelist for Water Parks	
American Parks Company	5% Discount Off Playsystems pricelist for Aquatic Playground & Pool Equipment	
American Parks Company	5% Discount Off Play Guard pricelist for Playground Safety Surfacing	
American Parks Company	5% Discount Off Pinnacle Rubber pricelist for Playground Safety Surfacing	
American Parks Company	5% Discount Off Frog Furnishings pricelist for Playground & Park Amenities	
American Parks Company	5% Discount Off Child Works pricelist for All Other Parks & Recreation Equipment/Products	
American Parks Company	5% Discount Off Benito pricelist for Playground & Park Amenities	
American Parks Company	5% Discount Off Athletic Connection pricelist for Outdoor Scoreboards	
American Parks Company	5% Discount Off Athletic Connection pricelist for All Other Parks & Recreation Equipment/Products	
American Parks Company	5% Discount Off American Parks Co. pricelist for Water Parks	
American Parks Company	5% Discount Off American Parks Co. pricelist for Shade Canopies & Structures	
American Parks	5% Discount Off American Parks Co. pricelist for Playground Sports Equipment	

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pric
American Parks Company	5% Discount Off American Parks Co. pricelist for Playground Safety Surfacing	
American Parks Company	5% Discount Off American Parks Co. pricelist for Playground Equipment	

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Vendor Website: http://www.americanparkscompany.com

Full Description: 5% Discount Off of American Parks Co. pricelist for Playground Equipment

American Parks Company	5% Discount Off American Parks Co. pricelist for Playground & Park Amenities	
American Parks Company	5% Discount Off American Parks Co. pricelist for Park Buildings & Shelters	
American Parks Company	5% Discount Off American Parks Co. pricelist for Outdoor Bleacher & Seating Systems	
American Parks Company	5% Discount Off American Parks Co. pricelist for Aquatic Playground & Pool Equipment	
American Parks Company	5% Discount Off American Parks Co. pricelist for All Other Parks & Recreation Equipment/Products	

Showing 26 to 32 of 32 entries

First | Previous | 1 | 2 | Next | Last

WALNUT RIDGE

$33,628

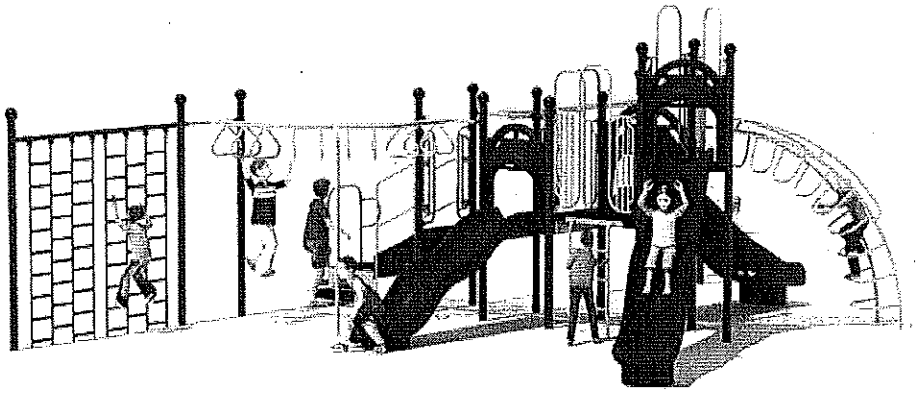
SPECS OPTIONS WARRANTY

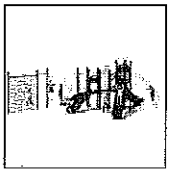
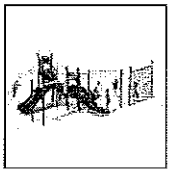
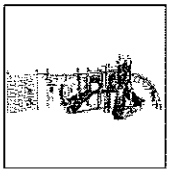
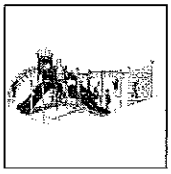
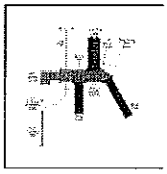
Walnut Ridge Commercial Playground Structure features 4 Slides, 4 Climbers, Fireman's Pole, 10' Track Ride

- Age Group: 5-12
- Child Capacity: 26
- Use Zone: 35' x 41'
- Fall Height: 8'

View/Print Sale Summary Sheet

sku: AP-0011



I need help with installation

Estimate shipping: Zip code Apply

Estimated shipping:

*COLOR SCHEME

Choose an Option...

* Required Fields

Qty: 1

$33,628.00

Add to Cart

SHARE THIS PRODUCT:

Request a Quote

Financing as low as $773.44/mo.

CONFUSED?
Save items to your total then visit your cart to make a purchase or request a quote!

DESCRIPTION SUGGESTED ITEMS

THINGS TO CONSIDER:

1 Get the right surfacing for your playground ›

2 Learn how to measure for play structures ›

How far can your budget go? ›

Details

The **Walnut Ridge** commercial play structure from **APCPLAY** has it all! For kids with tons of energy to burn, upper body fitness is the focus of this playground. With a Chain Climbing Wall, 90° Tri-Rung Horizontal Ladder overhead climber, Deep Rung Arch Climber, 10' Track Ride, Fireman's Pole, and vertical ladder will have your children improving their health every time they step out to play.

But fitness isn't the only benefit to be had while enjoying the **Walnut Ridge** playground. Four slides provide plenty of fun for an all-around play experience. There are two Wave Slides at different heights for a unique ride to the bottom depending on your children's comfort level. Kids also love to race side-by-side on the Triple Rail Slide.

The commercial playground equipment features:

- A child capacity of up to 26 kids aged 5 to 12 years old.
- A Triple Rail Slide for racing side-by-side.
- 2 Wave Slides.
- A Deep Rung Arch Climber.
- A Chain Climbing Wall.
- 90° Tri-Rung Horizontal Ladder.
- 10' Track Ride for zipping to and fro.
- A fun Fireman's Pole for a quick trip to the bottom.
- 3.5"O.D. steel posts are constructed from 12 gauge galvanized steel and are backed by an industry-leading lifetime limited warranty.
- Steel components are powder coated with a high gloss finish for longevity.
- UV stabilized rotationally molded plastic components are backed by a 15 year limited warranty.
- 15 year limited warranty on plastisol coated punched steel decks.
- ADA Accessible by transfer station and hand hold for children with special needs.
- Select from a number of custom color options for steel and plastic components to create your own unique look.

CLICK FOR COLOR OPTIONS

CLICK FOR WARRANTY INFORMATION

At **APCPLAY** we specialize in outdoor fun! We proudly supply commercial playground equipment, tables, chairs, ADA Accessible recreational structures and much more. How can we help you? Call and speak to one of our play experts at . We can help you source quality, commercial grade outdoor equipment for less and help you design to your custom theme and needs.

AFFILIATIONS

COOPERATIVE PURCHASING

BUY WITH CONFIDENCE

FAST CHARGE Payment Gateway VERIFIED MERCHANT

NATIONAL SALES & 1(888)

WANT TO SEE ALL OF OUR PRODUCTS? REC

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Request a Quote	Toddler
Request a Catalog	2-5 Years
Privacy Policy	2-12 Years
Terms & Conditions	5-12 Years
STEP 1: LEARN	STEP 2: PLA
Safety Certifications	Budgeting
Research Insights	Taking Mea
	Surfacing
	Child Capaci

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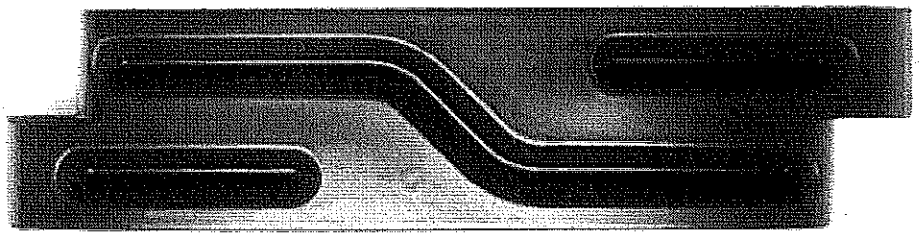
4' BLACK LANDSCAPE TIMBER (BORDER)

$35



SPECS

If you are looking to create a barrier around your playground, the LT-4 Black Timbers are the perfect solution! Blow-Molded from plastics of the highest quality, these 4'x12" timbers are designed to last.
The perfect playground landscape border!
*****Each 4' timber requires one 30" timber stake.**

sku: LT-4

I need help with installation

Estimate shipping: Zip code Apply

Estimated shipping:

Qty: 1 $35.00

Add to Cart

SHARE THIS PRODUCT:

Request a Quote

CONFUSED?
Save items to your total then visit your cart to make a purchase or request a quote!

DESCRIPTION **SUGGESTED ITEMS**

Details
If you're looking to create a barrier around your playground, the LT-4 Black Timbers are the perfect solution! Blow-Molded from plastics of the highest quality, these commercial grade 12" timbers are extremely durable.

THINGS TO CONSIDER:

1 Get the right surfacing for your playground ›
2 Learn how to measure for play structures ›
3 How far can your budget go? ›

COOPERATIVE PURCHASING

BUY WITH CONFIDENCE

WANT TO SEE ALL OF OUR PRODUCTS? REQUEST A C

CORPORATE HEADQUARTERS 225 East Virginia Suite 2 | McKinney, TX 75069
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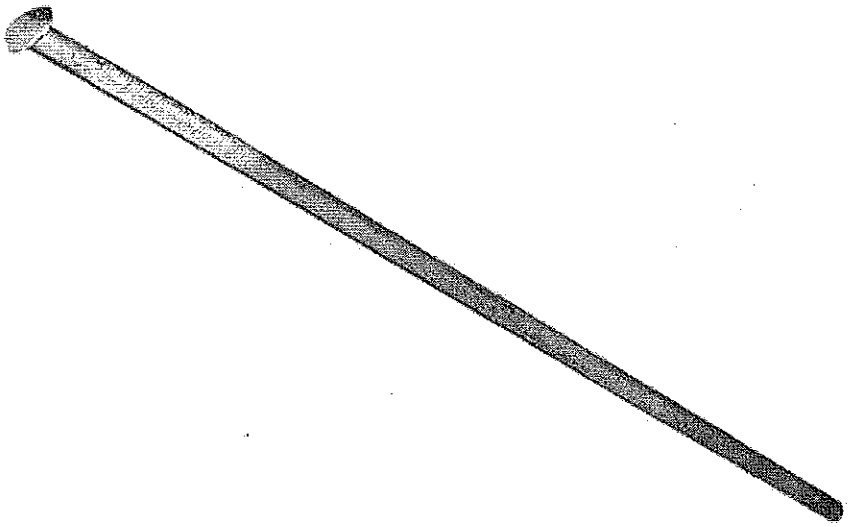
24 TIMBER STAKE

$7



SPECS

If you're installing timbers that require BLTH hardware, this 24" galvanized timber stake is exactly what you need.

sku: BLTH

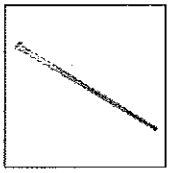
I need help with installation

Estimate shipping: Zip code Apply

Estimated shipping:

Qty: 1 $7.00

Add to Cart



CONFUSED?
Save items to your total then visit your cart to make a purchase or request a quote!

SHARE THIS PRODUCT:

Request a Quote

DESCRIPTION **SUGGESTED ITEMS**

Details
If you're installing timbers that require BLTH hardware, this 24" galvanized timber stake is exactly what you need.

THINGS TO CONSIDER:

- Get the right surfacing for your playground ›
- Learn how to measure for play structures ›
- How far can your budget go? ›

COOPERATIVE PURCHASING

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VERIFIED MERCHANT

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Shopping Cart	Safe Items	Blo
Request a Quote	Toddler	Par
Request a Catalog	2-5 Years	Car
Privacy Policy	2-12 Years	Con
Terms & Conditions	5-12 Years	
STEP 1: LEARN	STEP 2: PLAN	STE
Safety Certifications	Budgeting	Tur
Research Insights	Taking Measurements	Equ
	Surfacing	Saf
	Child Capacity & Age	

CORPORATE HEADQUARTERS 225 East Virginia Suite 2 | McKinney, TX 75069
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ENGINEERED WOOD FIBER

$0

SPECS OPTIONS WARRANTY

Minimum Order, 750 Square Feet at 12" Depth

***PRICES SUBJECT TO CHANGE

sku: APCEWF

I need help with installation

Estimate shipping: Zip code Apply

Estimated shipping:

QTY

Choose an Option...

* Required Fields

Qty: 1 $0.00

Add to Cart

SHARE THIS PRODUCT:

Request a Quote

CONFUSED?
Save items to your total then visit your cart to make a purchase or request a quote!

DESCRIPTION SUGGESTED ITEMS

Details
CALL FOR PRICING: 1-888-401-6446

This product is manufactured from engineered, non-toxic, crushed wood fiber (comprised of softwoods or hardwoods), consisting of randomly sized wood fibers, the majority of which do not exceed 1.5"-3" in length, containing 10%-20% fine pieces to aid in compaction. (It is generally understood that the manufacturing process allows a few oversized pieces.)

Once the newly installed product has settled, it forms a "knitted" or compacted layer that will support a wheelchair, crutches, walkers, etc. It does not utilize any wood containing paint, chemicals or additives. The product has minimal bark and is free of twigs, leaf debris and other organic materials.

Wood fiber can be installed by volunteer labor, as well as by an installer. It gives your playground an attractive, natural look.

THINGS TO CONSIDER:

1 Get the right surfacing for your playground ›

2 Learn how to measure for play structures ›

How far can your budget go? ›

CLICK FOR WARRANTY INFORMATION

AFFILIATIONS

COOPERATIVE PURCHASING

BUY WITH CONFIDENCE

NATIONAL SALES &
1(888)

WANT TO SEE ALL
OF OUR PRODUCTS? REC

HOME	BROWSE PI
Shopping Cart	Sale Items
Request a Quote	Toddler
Request a Catalog	2-5 Years
Privacy Policy	2-12 Years
Terms & Conditions	5-12 Years
STEP 1: LEARN	STEP 2: PLA
Safety Certifications	Budgeting
Research Insights	Taking Mea
	Surfacing
	Child Capaci

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SIT-UP BENCH

$1,303

SPECS

Fitness course products are designed to provide levels of challenge for older children and adults.

sku: AFT13972XX

I need help with installation

Estimate shipping: Zip code Apply

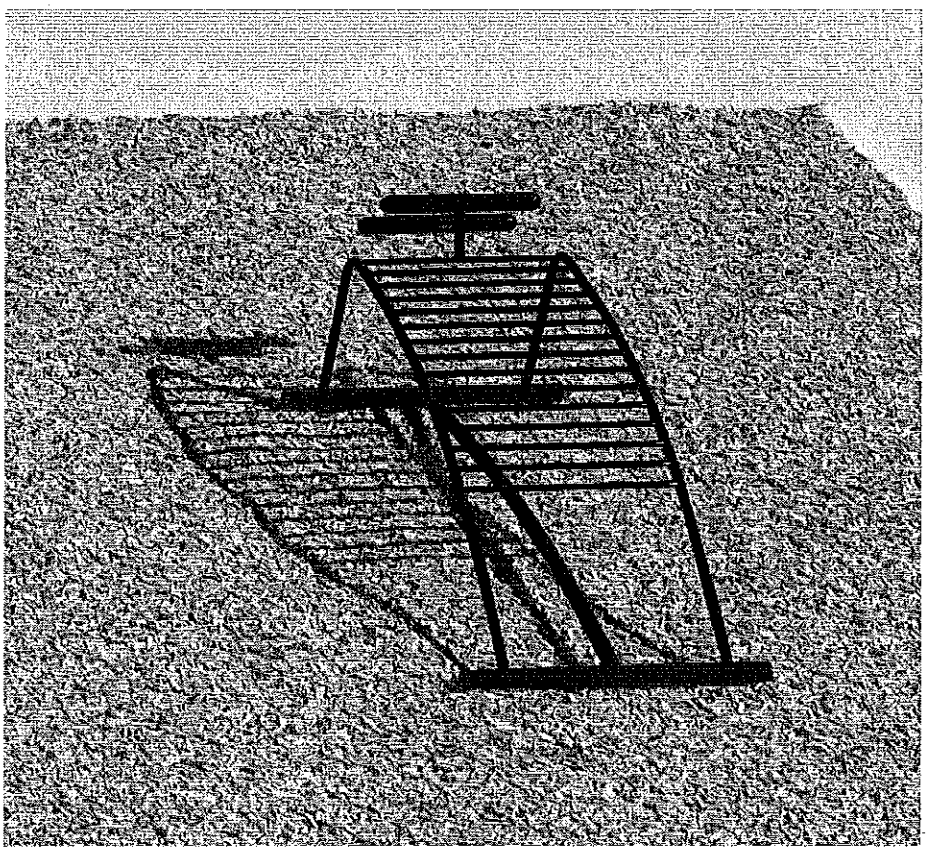
Estimated shipping:

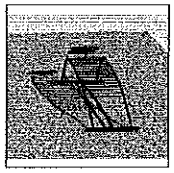
Qty: $1,303.00

1

Add to Cart

Financing as low as $35.70/mo.





SHARE THIS PRODUCT:

Request a Quote

CONFUSED?
Save items to your total then visit your cart to make a purchase or request a quote!

DESCRIPTION **SUGGESTED ITEMS**

Details
Fitness course products are designed to provide levels of challenge for older children and adults.

THINGS TO CONSIDER:

1 Get the right surfacing for your playground ›

2 Learn how to measure for play structures ›

How far can your budget go? ›

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Research Insights	Taking Mea
	Surfacing
	Child Capac

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Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	American Parks Company
Address:	225 E. Virginia, Ste 1 McKinney, TX 75069
Phone Number:	(800) 381-4491
Email:	info@americanparkscompany.com
Website:	http://www.americanparkscompany.com
Federal ID:	20-1794833
Contact:	Martin McNeill
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	423-13
Return Policy:	25% restocking fee
Additional Dealers:	APC Play, McKinney TX

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**

AI-52513 **Elections Administration** **15. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval of March 1, 2016 Primary Election Early Voting poll locations.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

EV Poll Locations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:13 PM
Manuel Chapa	Manuel Chapa	12/04/2015 11:34 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Amanda Valdez Started On: 12/03/2015 03:46 PM

Final Approval Date: 12/11/2015

CALL (956) 318-2570 For General Information (Llame para Información General)

March 1, 2016 (1 de Marzo de 2016)
PRIMARY ELECTION (Eleccion Primaria)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Feb. 15, 2016	*HOLIDAY*
Tuesday/ Martes	Feb. 16, 2016	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Feb. 17, 2016	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Feb. 18, 2016	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Feb. 19, 2016	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Feb. 20, 2016	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Feb. 21, 2016	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Feb. 22, 2016	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Feb. 23, 2016	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Feb. 24, 2016	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Feb. 25, 2016	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Feb. 26, 2016	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
(Library Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
(Comm. Chambers)
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
(Main Entrance)
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
(Warehouse Training Rm.)
Elections Annex Bldg
317 N. Closner "Rear"
Edinburg, TX

EDINBURG SUB
(Student Union Bldg.)
UTRGV
1201 W. University
Edinburg, TX

ELSA SUB
(Chambers)
Fire Station
216 E. 4th St.
Elsa, TX

EDCOUCH SUB
(Main Entrance)
Fire Station
200 W. Santa Rosa Ave.
Edcouch, TX

HIDALGO SUB
(Chambers)
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
(Main Entrance)
"NEW" City Hall
701 E. Expressway 83
La Joya, TX

MCALLEN SUB
(Exercise Room)
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
(Meeting Room)
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
(Main Entrance)
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr.
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
(Civic Center Room)
Mercedes City Hall
530 W. 2nd St.
Mercedes, TX

MISSION SUB
(Community Room)
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
(Gym)
B&G @ Bannworth Park
1822 N. Shary Rd.
Mission, TX

PALMVIEW SUB
(Main Entrance)
Co. Comm. Pct. #3
"The Mansion"
2401 N. Moorefield Rd.
Palmview, TX

PHARR SUB
(Conference Rm.)
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
(Main Entrance)
Las Milpas Comm. Ctr.
7107 S. Cage Blvd.
Pharr, TX

PROGRESO SUB
(Main Entrance)
Progreso Comm. Ctr.
510 FM 1015
Progreso, TX

SAN JUAN SUB
(Commissioner's Rm.)
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
(Main Entrance)
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
(Conference Rm. B)
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

AI-52421 **Elections Administration** **15. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2015 certification of revenues, as certified by the County Auditor for 2012-2015 HAVA Program Income.
2.Approval of 2015 appropriation of funds for HAVA Program Income Title I (1283)in the amount of $323,211.63.
3.Approval of 2015 appropriation of funds for HAVA Program Income Title II (1283) in the amount of $374,708.62.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1283-414-00-130-023-0-336

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $323,211.63

5-1283-362-10-130-023-0-000 HAVA TITLE I-REVENUES

FISCAL YEAR: 2015 **ACCT. #:** 5-1283-414-00-130-024-0-336

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $374,708.62

5-1283-362-10-130-024-0-000 HAVA TITLE II- REVENUES

Attachments

COR request
report
revised
revised
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:15 PM
Manuel Chapa	Manuel Chapa	12/04/2015 11:23 AM
Auditor's Office	Monica Badillo	12/10/2015 10:51 AM
Manuel Chapa	Manuel Chapa	12/10/2015 01:42 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Melanie Esparza		Started On: 11/24/2015 01:52 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY texas

Hidalgo County
Elections Department
101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Office: (956) 318-2570
Fax: (956) 318-2569

To: **Ray Eufracio, County Auditor**

From: **Yvonne Ramon, Elections Administrator** YR

Date: **December 2, 2015**

Subject: **Certification of Revenues**

Please assist the Elections Department by preparing a certification of revenues letter for 2012, 2013, 2014 and 2015 HAVA Program Income for the total amount of $697,920.25.

Program	
016	$323,211.63
019	$374, 708.62
Total	**$697, 920.25**

Agenda Item# 52474 21 has been crated for the above mentioned budget appropriations.

Thank you for your continued cooperation. If you have any questions, feel free to contact me at anytime (956) 318-2570 ext. 5707.

Account No/Description		Debit	Credit
**********			
5-1283-223-00-000-000-0-000 GRANTS LVL 3-UNEARNED REVENUE			
	* Beginning Balance	.00	143,295.97
	* Ending Balance	.00	143,295.97
**********			
5-1283-223-00-000-001-0-000 GRANTS LVL 3-UNEARNED REV-HAVA PI TTL 1			
	* Beginning Balance	.00	148,123.95
* Journal Entries			
DATE REFERENCE BATCH DESCRIPTION			
05/29/15 JE151815 15002015 REC UNRND REV SOUTH TEXAS ISD			6,704.79
05/29/15 JE151816 15002016 REC UNRND REV HIDLAGO ISD 11/4			1,130.57
05/29/15 JE151817 15002016 REC UNRND REV CITY OF DONNA 11			763.63
05/29/15 JE151818 15002016 REC UNRND REV CITY OF WESLACO			977.66
05/29/15 JE151819 15002016 REC UNRND REV CITY OF EDCOUCH			283.86
05/29/15 JE151820 15002016 REC UNRND REV DONNA ISD 11/4/1			1,121.25
05/29/15 JE151821 15002018 REC UNRND REV CITY OF PHARR 11			582.96
05/29/15 JE151822 15002018 REC UNRND REV MERCEDES ISD 11/			901.98
05/29/15 JE151823 15002018 REC UNRND EDINBURG CISD 11/4/1			2,591.39
05/29/15 JE151824 15002018 REC UNRND REV LA JOYA ISD 11/4			1,579.96
05/29/15 JE151825 15002018 REC UNRND REV EDCOUCH-ELSA ISD			674.22
05/29/15 JE151826 15002021 REC UNRND REV MONTE ALTO ISD 1			307.83
05/29/15 JE151827 15002021 REC UNRND REV WESLACO ISD 11/4			1,160.27
05/29/15 JE151828 15002021 REC UNRND REV VALLEY VIEW ISD			544.34
06/30/15 JE152281 15002274 REC UNRND REV CTY OF MCALLEN 4			1,328.42
07/31/15 JE152985 15002880 REC UNRND REV CTY OF EDCOUCH 5			1,196.20
07/31/15 JE152987 15002880 REC UNRND REV CTY OF PHARR 5/9			1,287.21
07/31/15 JE152989 15002881 REC UNRND REV CTY OF EDINBURG			660.68
07/31/15 JE152991 15002881 REC UNRND REV CTY OF PENITAS 5			1,097.15
07/31/15 JE152993 15002883 REC UNRND REV SHARYLAND ISD 5/			266.03
08/31/15 JE153216 15003041 REC UNRND REV MCALLEN ISD 5/9/			2,339.92
08/31/15 JE153219 15003041 REC UNRND REV PROGRESO ISD 5/9			608.10
08/31/15 JE153222 15003041 REC UNRND REV CITY SAN JUAN 5/			708.58
08/31/15 JE153226 15003041 REC UNRND REV CTY OF MCALLEN 5			1,129.21
08/31/15 JE153227 15003041 REC UNRND REV CTY MCALLEN RUNO			479.47
10/26/15 JE154258 15003897 REC UNRND REV CTY SN JUAN RUNO			1,025.61
10/30/15 JE154861 15004266 REC UNRND REV VALLEY VIEW ISD			340.42
	Total:	**.00**	**31,791.71**
	* Ending Balance	.00	179,915.66
**********			
5-1283-223-00-000-002-0-000 GRANTS LVL 3-UNEARNED REV-HAVA PI TTL 2			
	* Beginning Balance	.00	266,109.40

Account No/Description | Debit | Credit

5-1283-223-00-000-002-0-000 GRANTS LVL 3-UNEARNED REV-HAVA PI TTL 2

* Journal Entries

DATE	REFERENCE	BATCH	DESCRIPTION		
05/29/15	JE151812	15002015	REC UNRND REV LA VILLA ISD 11/		1,711.34
05/29/15	JE151813	15002015	REC UNRND REV MONTE ALTO RUNOF		1,532.80
05/29/15	JE151814	15002015	REC UNRND REV CITY DONNA RUNOF		2,612.80
05/29/15	JE151815	15002015	REC UNRND REV SOUTH TEXAS ISD		22,739.05
05/29/15	JE151816	15002016	REC UNRND REV HIDLAGO ISD 11/4		2,748.27
05/29/15	JE151817	15002016	REC UNRND REV CITY OF DONNA 11		2,410.21
05/29/15	JE151818	15002016	REC UNRND REV CITY OF WESLACO		1,938.68
05/29/15	JE151819	15002016	REC UNRND REV CITY OF EDCOUCH		1,187.48
05/29/15	JE151820	15002016	REC UNRND REV DONNA ISD 11/4/1		3,342.59
05/29/15	JE151821	15002018	REC UNRND REV CITY OF PHARR 11		3,848.38
05/29/15	JE151822	15002018	REC UNRND REV MERCEDES ISD 11/		2,359.36
05/29/15	JE151823	15002018	REC UNRND EDINBURG CISD 11/4/1		6,647.45
05/29/15	JE151824	15002018	REC UNRND REV LA JOYA ISD 11/4		5,491.38
05/29/15	JE151825	15002018	REC UNRND REV EDCOUCH-ELSA ISD		1,897.12
05/29/15	JE151826	15002021	REC UNRND REV MONTE ALTO ISD 1		2,003.50
05/29/15	JE151827	15002021	REC UNRND REV WESLACO ISD 11/4		3,566.07
05/29/15	JE151828	15002021	REC UNRND REV VALLEY VIEW ISD		1,817.00
06/30/15	JE152281	15002274	REC UNRND REV CTY OF MCALLEN 4		2,044.10
07/31/15	JE152718	15002673	REC UNRND REV CITY OF ALTON 5/		1,974.30
07/31/15	JE152985	15002880	REC UNRND REV CTY OF EDCOUCH 5		748.10
07/31/15	JE152987	15002880	REC UNRND REV CTY OF PHARR 5/9		4,097.09
07/31/15	JE152989	15002881	REC UNRND REV CTY OF EDINBURG		3,823.62
07/31/15	JE152991	15002881	REC UNRND REV CTY OF PENITAS 5		1,247.15
07/31/15	JE152993	15002883	REC UNRND REV SHARYLAND ISD 5/		2,428.27
08/31/15	JE153216	15003041	REC UNRND REV MCALLEN ISD 5/9/		10,643.69
08/31/15	JE153219	15003041	REC UNRND REV PROGRESO ISD 5/9		1,366.20
08/31/15	JE153222	15003041	REC UNRND REV CITY SAN JUAN 5/		2,425.72
08/31/15	JE153226	15003041	REC UNRND REV CTY OF MCALLEN 5		3,160.09
08/31/15	JE153227	15003041	REC UNRND REV CTY MCALLEN RUNO		2,397.33
09/30/15	JE154124	15003760	REC UNERND REV CITY PROGRS 05/		36.76
10/26/15	JE154258	15003897	REC UNRND REV CTY SN JUAN RUNO		2,351.22
10/30/15	JE154861	15004266	REC UNRND REV VALLEY VIEW ISD		2,002.10
			Total:	**.00**	**108,599.22**
			* Ending Balance	.00	374,708.62
TOTAL	1283		DESIGNATED PURPOSE GRANTS LVL 3	.00	697,920.25
TOTAL	5		YEAR 2015	.00	697,920.25

DATE: December 3, 2015

2015
Appropriation
AI- 52421

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 5-1283-XXX-00-130-023-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5-1283-414-00-130-023-0- 336	HAVA TITLE 1-COMPUTER SRV	$323,211.63
5-1283-362-10-130-023-0- 000	HAVA TITLE 1-REVENUES	$323,211.63
	TOTAL BUDGET INCREASE (DECREASE)	$323,211.63

Reason: Appropriate funding from HAVA TITLE 1 funds in the amount of $323,211.63 from proceeds received for rental of voting equipment leased for school and city elections during 2012, 2013, 2014 and 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE

ATTEST COUNTY CLERK

DATE: December 3, 2015

2015
Appropriation
AI- 52421

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 5-1283-XXX-00-130-024-0-XXX

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5-1283-414-00-130-024-0- 336	HAVA TITLE II- COMPUTER SRV	$374,708.62
5-1283-362-10-130-024-0- 000	HAVA TITLE II- REVENUES	$374,708.62
TOTAL BUDGET INCREASE (DECREASE)		$374,708.62

Reason: Appropriate funding from HAVA TITLE II funds in the amount of $374,708.62 from proceeds received for rental of voting equipment leased for school and city elections during 2012, 2013, 2014 and 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

December 03, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Secretary of State. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 697,920.25	HAVA Program Income

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12/11/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-52421 **Elections Administration 28. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2015 certification of revenues, as certified by the County Auditor for 2012-2015 HAVA Program Income.

2.Approval of 2015 appropriation of funds for HAVA Program Income Title I (1283)in the amount of $323,211.63.

3.Approval of 2015 appropriation of funds for HAVA Program Income Title II (1283) in the amount of $374,708.62.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1283-414-00-130-023-0-336

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $323,211.63

5-1283-362-10-130-023-0-000 HAVA TITLE I-REVENUES

FISCAL YEAR: 2015 **ACCT. #:** 5-1283-414-00-130-024-0-336

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $374,708.62

5-1283-362-10-130-024-0-000 HAVA TITLE II- REVENUES

Attachments

COR request

report

revised

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:15 PM
Manuel Chapa	Manuel Chapa	12/04/2015 11:23 AM
Auditor's Office		
Manuel Chapa	Manuel Chapa	12/10/2015 01:42 PM
Auditor's Office		
Purchasing Department		
Form Started By: Melanie Esparza		Started On: 11/24/2015 01:52 PM

HIDALGO COUNTY texas

Hidalgo County
Elections Department
101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Office: (956) 318-2570
Fax: (956) 318-2569

To: **Ray Eufracio, County Auditor**

From: **Yvonne Ramon, Elections Administrator** YR

Date: **December 2, 2015**

Subject: **Certification of Revenues**

Please assist the Elections Department by preparing a certification of revenues letter for 2012, 2013, 2014 and 2015 HAVA Program Income for the total amount of $697,920.25.

Program	
016	$323,211.63
019	$374, 708.62
Total	**$697, 920.25**

Agenda Item# ~~52474~~ 52421 has been crated for the above mentioned budget appropriations.

Thank you for your continued cooperation. If you have any questions, feel free to contact me at anytime (956) 318-2570 ext. 5707.

DATE: December 3, 2015

2015
Appropriation
AI- 52421

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 5-1283-XXX-00-130-023-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE,** GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5-1283-414-00-130-023-0- 336	HAVA TITLE 1-COMPUTER SRV	$323,211.63
5-1283-362-10-130-023-0- 000	HAVA TITLE 1-REVENUES	$323,211.63
TOTAL BUDGET INCREASE (DECREASE)		$323,211.63

Reason: Appropriate funding from HAVA TITLE 1 funds in the amount of $323,211.63 from proceeds received for rental of voting equipment leased for school and city elections during 2012, 2013, 2014 and 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

__/__/__
DATE

ATTEST COUNTY CLERK

DATE: December 3, 2015

2015
Appropriation
AI- 52421

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 5-1283-XXX-00-130-024-0-XXX

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5-1283-414-00-130-024-0- 336	HAVA TITLE II- COMPUTER SRV	$374,708.62
5-1283-362-10-130-024-0- 000	HAVA TITLE II- REVENUES	$374,708.62
TOTAL BUDGET INCREASE (DECREASE)		$374,708.62

Reason: Appropriate funding from HAVA TITLE II funds in the amount of $374,708.62 from proceeds received for rental of voting equipment leased for school and city elections during 2012, 2013, 2014 and 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

__/__/__
DATE

ATTEST COUNTY CLERK

Account No/Description			Debit	Credit
**********				
5-1283-223-00-000-000-0-000 GRANTS LVL 3-UNEARNED REVENUE				
		* Beginning Balance	.00	143,295.97
		* Ending Balance	.00	143,295.97
**********				
5-1283-223-00-000-001-0-000 GRANTS LVL 3-UNEARNED REV-HAVA PI TTL 1				
		* Beginning Balance	.00	148,123.95
* Journal Entries				
DATE	**REFERENCE**	**BATCH DESCRIPTION**		
05/29/15	JE151815	15002015 REC UNRND REV SOUTH TEXAS ISD		6,704.79
05/29/15	JE151816	15002016 REC UNRND REV HIDLAGO ISD 11/4		1,130.57
05/29/15	JE151817	15002016 REC UNRND REV CITY OF DONNA 11		763.63
05/29/15	JE151818	15002016 REC UNRND REV CITY OF WESLACO		977.66
05/29/15	JE151819	15002016 REC UNRND REV CITY OF EDCOUCH		283.86
05/29/15	JE151820	15002016 REC UNRND REV DONNA ISD 11/4/1		1,121.25
05/29/15	JE151821	15002018 REC UNRND REV CITY OF PHARR 11		582.96
05/29/15	JE151822	15002018 REC UNRND REV MERCEDES ISD 11/		901.98
05/29/15	JE151823	15002018 REC UNRND EDINBURG CISD 11/4/1		2,591.39
05/29/15	JE151824	15002018 REC UNRND REV LA JOYA ISD 11/4		1,579.96
05/29/15	JE151825	15002018 REC UNRND REV EDCOUCH-ELSA ISD		674.22
05/29/15	JE151826	15002021 REC UNRND REV MONTE ALTO ISD 1		307.83
05/29/15	JE151827	15002021 REC UNRND REV WESLACO ISD 11/4		1,160.27
05/29/15	JE151828	15002021 REC UNRND REV VALLEY VIEW ISD		544.34
06/30/15	JE152281	15002274 REC UNRND REV CTY OF MCALLEN 4		1,328.42
07/31/15	JE152985	15002880 REC UNRND REV CTY OF EDCOUCH 5		1,196.20
07/31/15	JE152987	15002880 REC UNRND REV CTY OF PHARR 5/9		1,287.21
07/31/15	JE152989	15002881 REC UNRND REV CTY OF EDINBURG		660.68
07/31/15	JE152991	15002881 REC UNRND REV CTY OF PENITAS 5		1,097.15
07/31/15	JE152993	15002883 REC UNRND REV SHARYLAND ISD 5/		266.03
08/31/15	JE153216	15003041 REC UNRND REV MCALLEN ISD 5/9/		2,339.92
08/31/15	JE153219	15003041 REC UNRND REV PROGRESO ISD 5/9		608.10
08/31/15	JE153222	15003041 REC UNRND REV CITY SAN JUAN 5/		708.58
08/31/15	JE153226	15003041 REC UNRND REV CTY OF MCALLEN 5		1,129.21
08/31/15	JE153227	15003041 REC UNRND REV CTY MCALLEN RUNO		479.47
10/26/15	JE154258	15003897 REC UNRND REV CTY SN JUAN RUNO		1,025.61
10/30/15	JE154861	15004266 REC UNRND REV VALLEY VIEW ISD		340.42
		Total:	.00	31,791.71
		* Ending Balance	.00	179,915.66
**********				
5-1283-223-00-000-002-0-000 GRANTS LVL 3-UNEARNED REV-HAVA PI TTL 2				
		* Beginning Balance	.00	266,109.40

Account No/Description				Debit	Credit
5-1283-223-00-000-002-0-000 GRANTS LVL 3-UNEARNED REV-HAVA PI TTL 2					
* Journal Entries					
DATE	REFERENCE	BATCH	DESCRIPTION		
05/29/15	JE151812	15002015	REC UNRND REV LA VILLA ISD 11/		1,711.34
05/29/15	JE151813	15002015	REC UNRND REV MONTE ALTO RUNOF		1,532.80
05/29/15	JE151814	15002015	REC UNRND REV CITY DONNA RUNOF		2,612.80
05/29/15	JE151815	15002015	REC UNRND REV SOUTH TEXAS ISD		22,739.05
05/29/15	JE151816	15002016	REC UNRND REV HIDLAGO ISD 11/4		2,748.27
05/29/15	JE151817	15002016	REC UNRND REV CITY OF DONNA 11		2,410.21
05/29/15	JE151818	15002016	REC UNRND REV CITY OF WESLACO		1,938.68
05/29/15	JE151819	15002016	REC UNRND REV CITY OF EDCOUCH		1,187.48
05/29/15	JE151820	15002016	REC UNRND REV DONNA ISD 11/4/1		3,342.59
05/29/15	JE151821	15002018	REC UNRND REV CITY OF PHARR 11		3,848.38
05/29/15	JE151822	15002018	REC UNRND REV MERCEDES ISD 11/		2,359.36
05/29/15	JE151823	15002018	REC UNRND EDINBURG CISD 11/4/1		6,647.45
05/29/15	JE151824	15002018	REC UNRND REV LA JOYA ISD 11/4		5,491.38
05/29/15	JE151825	15002018	REC UNRND REV EDCOUCH-ELSA ISD		1,897.12
05/29/15	JE151826	15002021	REC UNRND REV MONTE ALTO ISD 1		2,003.50
05/29/15	JE151827	15002021	REC UNRND REV WESLACO ISD 11/4		3,566.07
05/29/15	JE151828	15002021	REC UNRND REV VALLEY VIEW ISD		1,817.00
06/30/15	JE152281	15002274	REC UNRND REV CTY OF MCALLEN 4		2,044.10
07/31/15	JE152718	15002673	REC UNRND REV CITY OF ALTON 5/		1,974.30
07/31/15	JE152985	15002880	REC UNRND REV CTY OF EDCOUCH 5		748.10
07/31/15	JE152987	15002880	REC UNRND REV CTY OF PHARR 5/9		4,097.09
07/31/15	JE152989	15002881	REC UNRND REV CTY OF EDINBURG		3,823.62
07/31/15	JE152991	15002881	REC UNRND REV CTY OF PENITAS 5		1,247.15
07/31/15	JE152993	15002883	REC UNRND REV SHARYLAND ISD 5/		2,428.27
08/31/15	JE153216	15003041	REC UNRND REV MCALLEN ISD 5/9/		10,643.69
08/31/15	JE153219	15003041	REC UNRND REV PROGRESO ISD 5/9		1,366.20
08/31/15	JE153222	15003041	REC UNRND REV CITY SAN JUAN 5/		2,425.72
08/31/15	JE153226	15003041	REC UNRND REV CTY OF MCALLEN 5		3,160.09
08/31/15	JE153227	15003041	REC UNRND REV CTY MCALLEN RUNO		2,397.33
09/30/15	JE154124	15003760	REC UNERND REV CITY PROGRS 05/		36.76
10/26/15	JE154258	15003897	REC UNRND REV CTY SN JUAN RUNO		2,351.22
10/30/15	JE154861	15004266	REC UNRND REV VALLEY VIEW ISD		2,002.10
			Total:	.00	108,599.22
			* Ending Balance	.00	374,708.62
TOTAL 1283			DESIGNATED PURPOSE GRANTS LVL 3	.00	697,920.25
TOTAL 5			YEAR 2015	.00	697,920.25

AI-52620 **Public Defender's Office** **16. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and approval of letter to the Texas Indigent Defense Commission in support of Hidalgo County's participation in the Regional Public Defender Office for Capital Cases.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of letter...

From letter:
It is our understanding that approximately$400,000.00 of local funding would be needed annually to allow Hidalgo County to establish this new office.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2015 10:09 AM
Manuel Chapa	Manuel Chapa	12/11/2015 10:09 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/10/2015 09:38 AM

Final Approval Date: 12/11/2015

December 8, 2015

James D. Bethke
Executive Director
Texas Indigent Defense Commission
209 W. 14th St, Room 202
Austin, TX 78701

Dear Mr. Bethke:

We send this letter to express our interest in Hidalgo County's participation in the Regional Public Defender Office for Capital Cases (RPDO). We understand the legislature allocated $500,000.00 over the FY16/17 biennium to partially fund a capital public defender program in Hidalgo and Cameron Counties. We further understand that Cameron County has elected not to participate in the program. After consideration of the RPDO proposal to open a satellite office to provide representation to indigent defendants charged with capital murder, Hidalgo County is contemplating a partnership with Lubbock County to open an office in our jurisdiction and establish the terms of the services to be provided by the RPDO.

We understand implementation of the RPDO program in Hidalgo County will affect our district courts. District Judges in Hidalgo County have met with the Chief Defender of the RPDO, Mr. Jack Stoffregen, and have agreed to participate in the program. The district judges will appoint the RPDO to represent indigent defendants in capital murder cases according to the procedures and caseload limits established for the office in an inter-local agreement.

Funding at this time, however, is an area of concern. It is our understanding that approximately $400,000.00 of local funding would be needed annually to allow Hidalgo County to establish this new office. Unfortunately, our current financial situation makes it challenging to identify that funding within our 2016 Budget. Thus, we would greatly appreciate it if you could guide us with information about any funding or grant opportunities that could assist us with this cost.

We thank you for your consideration and look forward to new partnerships with the Texas Indigent Defense Commission and Lubbock County that will result in effective representation for capital murder charged defendants in Hidalgo County.

Sincerely,

Ramon Garcia
Hidalgo County Judge

Roberto "Bobby" Flores
Presiding Judge, 139th District Court
Local Administrative District Judge, Hidalgo County

AI-52611 **Precinct #1** **17. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $350.00 for the Domestic Wastewater Permit for Delta Lake Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-452-00-121-013-0-811

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

BUDGETARY IMPACT:

PENDING TRANSFER AI-52568 CC 12/15/15

Attachments

DOMESTIC WASTEWATER PERMIT APPLICATION

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2015 10:09 AM
Ivan Cantu	Ivan Cantu	12/11/2015 03:19 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Katia Garcia		Started On: 12/09/2015 03:54 PM
Final Approval Date: 12/11/2015		

September 2015

Form TCEQ-10053-Instructions

INSTRUCTIONS FOR COMPLETING DOMESTIC WASTEWATER PERMIT APPLICATIONS

Texas Commission on Environmental Quality

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Texas Commission on Environmental Quality

Water Quality Division – Wastewater Permitting Section

Domestic Wastewater Permit Application

Purpose

The purpose of this application is to allow public and private owners of domestic wastewater treatment plants and surface water treatment plants to apply for a permit to discharge and dispose of domestic wastewater.

Objectives

These instructions will answer the following questions.

- Who shall complete and submit an application?
- When must the completed application be submitted?
- How do I complete the application?
- How do I get more information and assistance in completing the application?

Statutory Citations

Texas Water Code Chapters 5 and 26

Title 40 of the Code of Federal Regulations

Primary Regulatory Citations

The TCEQ rules are found in *Title 30 of the Texas Administrative Code (TAC).* The TAC can be viewed through the Texas Secretary of State and the TCEQ web sites; the internet address for the TCEQ rules is http://www.tceq.texas.gov/rules/current.html.

In addition, printed copies of TCEQ rules are available through TCEQ Publications. The mailing address is TCEQ Publications, MC 195, PO Box 13087, Austin, Texas 78711-3087.The telephone number is (512) 239-0028. The fax number is (512) 239-4488. The initial copy of the rules is free.

Chapter 21 - Water Quality Fees

Chapter 39 - Public Notice

Chapter 40 - Alternative Dispute Resolution Procedure

Chapter 50 - Action on Applications and Other Resolutions

Chapter 55 - Requests for Reconsideration and Contested Hearings; Public Comment

Chapter 60 - Compliance History.

Chapter 80 - Contested Case Hearings

Chapter 213 - Edward Aquifer

Chapter 217 - Design Criteria for Sewerage Systems

Chapter 222 - Subsurface Area Drip Dispersal Systems

Chapter 281 - Applications Processing

Chapter 305 - Consolidated Permits

Chapter 307 - Texas Surface Water Quality Standards

Chapter 308 - Criteria and Standards for the National Pollutant Discharge Elimination System

Chapter 309 - Domestic Wastewater Effluent Limitation and Plant Siting

Chapter 311 - Watershed Protection

Chapter 312 - Sludge Use, Disposal, and Transportation

Chapter 314 - Toxic Pollutant Effluent Standards

Chapter 315 - Pretreatment Regulations for Existing and New Sources of Pollution

Chapter 319 - General Regulations Incorporated into Permits

Chapter 325 - Certificates of Competency

Chapter 332 - Composting

Chapter 351 - Regionalization

Abbreviations and Acronyms

AMU - Agricultural Management Unit

BOD_5 - Biochemical Oxygen Demand (5-day)

CAFO - Confined Animal Feeding Operation

CASRN - Chemical Abstract Service Registration Number

$CBOD_5$ - Carbonaceous Biochemical Oxygen Demand (5-day)

CFR - Code of Federal Regulations

CIU - Categorical Industrial User

DMR - Discharge Monitoring Report

DO - Dissolved Oxygen

EPA - Environmental Protection Agency

IU - Industrial User

MAL - Minimum Analytical Level

MER - Monthly Effluent Report

MGD - Million Gallons per Day

MLSS - Mixed Liquor Suspended Solids

mg/L - Milligrams per Liter

µg/L - Micrograms per Liter

NPDES - National Pollutant Discharge Elimination System

NH_3-N - Ammonia Nitrogen

OCC - Office of the Chief Clerk

P2 - Pollution Prevention

POTW - Publicly Owned Treatment Works

QA/QC - Quality Assurance/Quality Control

SADDS - Subsurface Area Drip Dispersal System

SAR - Sodium Adsorption Ratio

SPIF - Supplemental Permit Information Form

SIC - Standard Industrial Classification

SIU - Significant Industrial User

SWDA - Solid Waste Disposal Act

TAC - Texas Administrative Code

TBLL - Technically Based Local Limits

TLAP - Texas Land Application Permit

TMDL - Total Maximum Daily Load

TCEQ - Texas Commission on Environmental Quality

TPDES - Texas Pollutant Discharge Elimination System

TSS - Total Suspended Solids

USDA - United States Department of Agriculture

USGS - United States Geological Survey

WWTP - Wastewater Treatment Plant

Definitions

Numeric

2-Hour Peak Flow – The maximum flow sustained for a two-hour period during the period of daily discharge.

303(d)-List - A list of water bodies identified as impaired or threatened in accordance with the *Federal Clean Water Act Section 303(d).*

A-B

Act of God - If a person can establish that an event that would otherwise be a violation of a permit, an order, the rules adopted by the Commission, or the Texas Water Code was caused solely by an act of God, war, strike, riot, or other catastrophe, the event is not a violation of that permit, order, rule, or statute.

Annual Average Flow - The arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months.

Biochemical Oxygen Demand (5-day) - The amount of dissolved oxygen consumed in five days by biological processes breaking down organic matter.

C

Categorical Industrial User (CIU) - An industrial user that is subject to Categorical Pretreatment Standards according to *40 CFR §403.6* and *40 CFR Chapter I, Subchapter N, §405 - 471*, which are technology-based standards developed by EPA setting industry-specific effluent limits. (A list of industrial categories subject to Categorical Pretreatment Standards is included in Worksheet 1.0.)

Classified Waters - Water bodies classified as segments with specific uses and criteria in *Appendix A or D of 30 TAC §307.10* or the Texas Surface Water Quality Standards.

Class I Sludge Management Facility - Any publicly owned treatment works (POTW) identified under *40 CFR §403.10(a)* as being required to have an approved pretreatment program and any other treatment works treating domestic sewage classified as a Class I sludge management facility by the regional administrator in conjunction with the executive director because of the potential for its sludge use or disposal practices to adversely affect public health and the environment.

Commercial User - Industrial Users who are not considered to be a significant single source of toxics because of their small size, generally low flow and insignificant pollutant levels or loadings, including but not limited to, radiator shops, car washes, small laundries, gasoline stations, dry cleaners and restaurants.

Commission - The Texas Commission on Environmental Quality

Composite Sample - A sample made up of a minimum of three effluent portions or as specified in *30 TAC §319.9* collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected no closer than two hours apart. For purposes of the TPDES Pretreatment Program, a composite sample is defined in *40 CFR §403, Appendix E.*

Continuous Discharge - A "discharge" which occurs without interruption throughout the operating hours of the facility, except for infrequent shutdowns for maintenance, process changes, or other similar activities.

Crop - Proposed permanent plant cover on the application site

D

Daily Average Concentration - The arithmetic average of all effluent samples, composite or grab as required by a permit, within a period of one calendar month, consisting of at least four separate representative measurements.

Daily Average Flow - The arithmetic average of all determinations of the daily discharge within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily discharge, the determination shall be the average of all instantaneous measurements taken during a 24-hour period or during the period of daily discharge if less than 24 hours. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.

Design Flow - The wet weather maximum 30-day average flow of wastewater.

Disinfection - A chemical or physical process that kills pathogenic organisms in water.

Discharge Monitoring Report - The EPA uniform national form, including any subsequent additions, revisions, or modifications for the reporting of self-monitoring results by permittees. Permittees with TPDES permits are required to submit this form. Monitoring results must be reported on an approved TPDES self-report form, DMR Form EPA No. 3320-1, signed and certified.

Disposal - The disposal, deposit, injection, dumping, spilling, leaking, or placing of any solid, liquid, or hazardous waste into or on any land or water so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

Domestic sewage - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

E

Effluent - Wastewater, treated or untreated, that flows out of a treatment plant sewer.

Effluent Limitations - Restrictions established by the TCEQ or EPA on quantities, rates, and concentrations in wastewater discharges.

Executive Director - The Executive Director of the Texas Commission on Environmental Quality or his/her designee.

Existing Facility - Any facility used for the storage, processing, or disposal of domestic wastewater and which has obtained approval of construction plans and specifications as of March 1, 1990.

F-G

Facility - All contiguous land and fixtures, structures, or appurtenances used for storing, processing, or disposing of waste. (See also the definition relating to sewage sludge.)

Fixture of the Land - An item that has become so annexed to the realty that it is regarded as part of the land (i.e., ponds, lagoons).

Glide - Portion of the water column that resembles flow that would be found in a shallow canal. Water surface gradient over a glide is nearly zero, so velocity is slow, but flow is shore to shore without eddy development.

Grab Sample - An individual sample collected in less than 15 minutes.

I

Industrial User - Any industrial or commercial facility that discharges wastewater to the treatment works that is not domestic wastewater. Domestic wastewater includes wastewater from connections to houses, hotels, non-industrial office buildings, institutions, or sanitary waste from industrial facilities. A non-regulated IU does not meet the definition of SIU or CIU.

Industrial wastewater - Wastewater generated in a commercial or industrial process.

Interference - A discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) Inhibits or disrupts the treatment system, its treatment processes or operations, or its sludge processes, use or disposal; and (2) Therefore is a cause of a violation of any requirement of the facility's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): *Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management*

plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

Intermittent Stream - A stream which has a period of zero flow for at least one week during most years. Where flow records are available, a stream with a two-year, seven-day flow of less than 0.1 cubic feet per second is considered intermittent.

M

Major Amendment of Permit - Any change that is not listed in *40 CFR §122.63* is considered a major amendment. A major amendment changes a substantive term, provision, requirement, or a limiting parameter of a permit.

Minimum Analytical Level - The lowest concentration at which a particular substance can be quantitatively measured with a defined precision level, using approved analytical methods. The minimum analytical level is not the published method detection limit for an EPA-approved analytical method, which is based on laboratory analysis of the substance in reagent (distilled) water. The minimum analytical level is based on analyses of the analyte in the matrix of concern (i.e., wastewater effluents). The commission will establish general minimum analytical levels that will be applicable when information on matrix-specific minimum analytical levels is unavailable.

Minor Amendment of Permit - An amendment to improve or maintain the permitted quality or method of disposal of waste or injection of fluid if there is neither a significant increase of the quantity of waste or fluid to be discharged or injected nor a material change in the pattern or place of discharge or injection. A minor amendment includes any other change to a permit issued under *30 TAC §305, Subchapter D* that will not cause, or relax a standard or criterion which may result in a potential deterioration of quality of water in the state. A Minor amendment may also include, but is not limited to: except for TPDES permits, changing an interim compliance date in a schedule of compliance; provided the new date is not more than 120 days after the date specified in the existing permit and does not interfere with attainment of the final compliance date; and except for TPDES permits, requiring more frequent monitoring or reporting by the permittee.

Minor Modification of Permit - Under *40 CFR §122.63* and *30 TAC §305.62(c)(3)*, minor modification may only:

- correct typographical errors
- require more frequent monitoring or reporting by the permittee
- change an interim compliance date in a schedule of compliance (not to exceed 120 days of date specified in existing permit and will not interfere with final compliance date)
- change the construction schedule for a discharger which is a new source
- delete a point source outfall when the discharge from that outfall is terminated
- incorporate conditions of a POTW pretreatment program as enforceable conditions of the POTW's permits
- allow for a change in ownership or operational control of a facility where the Director determines that no other change in the permit is necessary

Monthly Effluent Report - Facilities with Texas Land Application Permits or Sludge Permits are required to complete this form or equivalent.

N

New Discharger - Any building, structure, facility or installation from which there is or may be a discharge of pollutants that did not commence the discharge of pollutants at a particular site prior to August 13, 1979, which is not a new source, and which has never received a finally effective NPDES permit for discharges at that site.

New Facility - Any domestic wastewater treatment facility which is not an existing facility.

Non-Process Wastewater – Wastewater, including sanitary and other non-regulated wastestreams, as referenced in *40 CFR §403.6(e)(1)*.

Nonsubstantial Modification - A modification initiated by a POTW with a TCEQ-approved pretreatment program that is not considered to be a significant modification as defined in 40 CFR §403.18(b).

Non-Stormwater Wastestreams - Wastewater that is listed in TXR050000, the TPDES Industrial Stormwater Multi-Sector General Permit, Part II, Section A, Item 6, as follows:

- discharges from emergency firefighting activities and uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- potable water sources (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- lawn watering and similar irrigation drainage, provided that all pesticides, herbicides, and fertilizer have been applied in accordance with the approved

labeling;

- water from the routine external washing of buildings, conducted without the use of detergents or other chemicals;
- water from the routine washing of pavement conducted without the use of detergents or other chemicals and where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed);
- uncontaminated air conditioner condensate, compressor condensate, and steam condensate, and condensate from the outside storage of refrigerated gases or liquids;
- water from foundation or footing drains where flows are not contaminated with pollutants (e.g., process materials, solvents, and other pollutants);
- uncontaminated water used for dust suppression;
- springs and other uncontaminated groundwater;
- incidental windblown mist from cooling towers that collects on rooftops or adjacent portions of the facility, but excluding intentional discharges from the cooling tower (e.g., "piped" cooling tower blowdown or drains); and other discharges described in Part V of TXR050000 that are subject to effluent guidelines and effluent limitations.

Nuisance Odor Prevention - The reduction, treatment, and dispersal of potential odor conditions that interfere with another's use and enjoyment of property that are caused by or generated from a wastewater treatment plant unit, which conditions cannot be prevented by normal operation and maintenance procedures of the wastewater treatment unit.

O

Operator - The person responsible for the overall operation of a facility or beneficial use site.

Other Industrial User - IU that does not meet the definition of an SIU or CIU, but may discharge industrial wastewater which results in a pollutant loading that may have reasonable potential to adversely affect the operation and maintenance of a POTW.

Outfall - The point or location where waterborne waste discharges from a sewer system, treatment facility, or disposal system into or adjacent to water in the state.

Owner - The person who owns a facility or part of a facility.

P

Pass Through - A discharge which exits the ***publicly owned treatment works (POTW)*** into waters of the United States in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Peak Flow - The highest two hour average flow rate expected to be delivered to the treatment units under any operational conditions, including periods of high rainfall (generally the two-year, 24 hour storm is assumed) and prolonged periods of wet weather.

Permit - A written document issued by the Commission which, by its conditions, may authorize the permittee to construct, install, modify, or operate, in accordance with stated limitations a specified facility for waste discharge, for solid waste storage, processing or disposal, or for underground injection.

Perennial Stream - Normally flowing stream.

Persistent Pools - Enduring pools containing sufficient habitat to maintain significant aquatic life uses.

Person - An individual, corporation, organization, government, governmental subdivision or agency, business trust, estate, partnership, or any other legal entity or association.

Pool - An area of the water column that has slow velocity and is deeper that a riffle, run, or glide. The water surface gradient of pools is very close to zero and their channel profile is usually concave. Pools often have eddies with varying directions of flow.

Process Wastewater - Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

Publicly Owned Treatment Works (POTW) - Any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature which is owned by the State or a municipality (and including certain political subdivisions created by the State of Texas that provide regional municipal and industrial wastewater treatment). This definition includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. For a complete legal definition of POTW, see *40 CFR §403.3(q).*

R

Renewal of Permit - An extension of the effective date of a permit that authorizes the continued discharge or disposal of wastewater without substantive changes in term, provision, requirement, or limiting parameters of a permit.

Renewal of Permit With Changes (or Minor Amendment with Renewal)- An extension of the effective date of a permit that authorizes the continued discharge or disposal of wastewater without substantive changes in term, provision, requirement, or limiting parameters of a permit but with a change that would be considered a minor amendment if the applicant was not seeking to extend the expiration date of the permit.

Riffle - Portion of water column that is usually constricted where water velocity is fast due to a change in surface gradient. Stream depth is generally shallow and the channel profile is usually straight to convex. Surface flow through riffles usually ripples due to constriction, shallowness, and presence of irregular bottom substrates.

Riparian Zone - Area that includes the stream bank and flood plain.

Run - Portion of the water column that has rapid non-turbulent shore to shore flow. A run is too deep to be a riffle and flow is too fast to be a pool. The channel profile under a run is usually a uniform flat plane.

S

Significant Industrial User (SIU) - An industrial user defined in *40 CFR §403.3(v)* as follows:

Subject to Categorical Pretreatment Standards according to *40 CFR §403.6* and *40 CFR Chapter I, Subchapter N*; and

Any other industrial user that:

- Discharges an average of 25,000 gallons per day or more of process wastewater to the treatment works (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
- Contributes a process waste stream that makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the treatment works; or
- Is designated as such by the Control Authority as defined in *40 CFR §403.3(f)* on the basis that the industrial user has a reasonable potential for adversely affecting the treatment works operation or for violating any pretreatment standard or requirement (according to *40 CFR §403.8(f)(6)*).

Significant Industrial User - Non-Categorical - An industrial user defined in *40 CFR §403.3(v)* but not subject to Categorical Pretreatment Standards according to *40 CFR §403.6* and *40 CFR Chapter I, Subchapter N.*

Site - The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Stream Bend - Curved part of a stream. A well-defined bend has a deep outside area and shallow inside area accentuated by point bar development. Due to sharp bending, stream flow is forced to the outside and eddies develop on the inside of the bend. A moderately developed bend forces some flow to the outside and has only a slight change

in depth across the channel. A poorly defined bend has no noticeable change in water depth across the channel, and stream flow is generally not forced to one side.

Stream Depth - The vertical height of the water column from the existing water surface level to the channel bottom.

Stream Width - The horizontal distance along the transect line from shore to shore along the existing water surface.

Substantial Change in the Function or Use - An increase in the pollutant load or modification in the existing purpose of the unit.

Substantial Modification - A modification as defined in *40 CFR §403.18(b)* initiated by a POTW with a TCEQ-approved pretreatment program or a POTW developing a new pretreatment program.

Substrate - The mineral or organic material that forms the bottom of the stream.

Classification of substrate materials by particle size

Substrate Material	Particle Size, inches	Particle size, cm
Bedrock	Solid	Solid
Large Boulders	>17.7 in	>45 cm
Boulders	9.8 – 17.1 in	25 – 45 cm
Rubble	2.4 – 9.8 in	6 – 25 cm
Gravel	0.2 – 2.4 in	6 – 60 cm
Sand	0.002 – 0.2 in	0.06 – 6 mm
Mud/Silt	<0.002 in	<0.06 mm

Subsurface Area Drip Dispersal System - a waste dispersal system that 1) uniformly injects processed wastewater effluent into the ground at a depth of not more than 48 inches; and 2) spreads the waste over the entire disposal area so that the soil hydrologic absorption rate and crop/plant root absorption rate are not exceeded. The following systems are not subsurface area drip dispersal systems: 1) wastewater disposal systems authorized under *Chapter 285 of this title [30 TAC] (On-Site Sewage Facilities)* and *Texas Health and Safety Code 366*; 2) disposal systems for oil and gas waste, tar sands, sulfur, brine from desalination plants and hazardous waste as defined by The *Texas Health and Safety Code, Section 361.003; and/or 3)* drainfields, leaching chambers, or other gravity trench systems.

T

Technically Based Local Limits - Specific discharge limits developed and enforced by POTWs upon industrial or commercial users to prevent interference and pass through and address the general and specific prohibitions, needs and concerns of a POTW. This will include consideration of its receiving waters, sludge contamination

and/or worker health and safety problems.

Texas Land Application Permit - An authorization issued by the Commission for the discharge of waste adjacent to water in the state in compliance with the *Texas Water Code.*

Texas Pollutant Discharge Elimination System - The state program for issuing, amending, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under *CWA, Sections 307, 402, 318, and 405, the Texas Water Code, and Texas Administrative Code regulations.*

Total Dissolved Solids – A measure of the dissolved solids in wastewater or effluent.

Total Maximum Daily Load - The maximum amount of a pollutant that a lake, river, stream, or estuary can receive without seriously harming its beneficial uses. A detailed water quality assessment that provides the scientific foundation for a watershed action plan. A watershed action plan outlines the steps necessary to reduce pollutant loads in a certain body of water to restore and maintain uses or aquatic life.

Total Suspended Solids - A measure of the suspended solids in wastewater or effluent.

TPDES Wastewater Permit - An authorization issued by the Commission for the discharge of waste into water in the state in compliance with the *Clean Water Act and the Texas Water Code.*

Transect Line - A straight line, perpendicular to stream flow, between two points on opposite stream banks.

Tree Canopy - The uppermost spreading branchy layer of streamside trees that shades the water surface.

U-W

Unclassified Water - Smaller water bodies which are not designated as segments with specific uses and criteria in *Appendix A or D of 30 TAC §307.10* or the Texas Surface Quality Standards.

Wastewater Treatment Facility (facility) - Wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agriculture wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.

Wastewater Treatment Plant Unit - Any apparatus necessary for the purpose of providing treatment of wastewater (i.e., aeration basins, splitter boxes, bar screens, sludge drying beds, clarifiers, overland flow sites, treatment ponds or basins that contain wastewater, etc.). For purposes of compliance with the requirements of *30 TAC §309.13(e)* (relating to Unsuitable Characteristics), this definition does not include off-

site bar screens, off-site lift stations, flow metering equipment, or post-aeration structures needed to meet permitted effluent minimum dissolved oxygen limitations.

Wetlands - Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

General Definitions Relating to Sewage Sludge Defined in 30 TAC §312.8

A

Active Sludge Unit - A sludge unit that has not closed and/or is still receiving sewage sludge.

Aerobic Digestion - The biochemical decomposition of organic matter in sewage sludge into carbon dioxide, water and other by-products by microorganisms in the presence of free oxygen.

Agricultural Management Unit - A portion of land application area contained within an identifiable boundary, such as a river, fence, or road, where the area has a known crop or land use history.

Agronomic Rate - The whole sludge application rate (dry weight basis) designed: (A) to provide the amount of nitrogen needed by the crop or vegetation grown on the land; and (B) to minimize the amount of nitrogen in the sewage sludge that passes below the root zone of the crop or vegetation grown on the land to the groundwater.

B-C

Beneficial Use - Placement of sewage sludge onto land in a manner which complies with the requirements of *30 TAC 312 Subchapter B*, and does not exceed the agronomic need or rate for a cover crop or any metal or toxic constituent limitations which the cover crop may have. Placement of sewage sludge on the land at a rate below the optimal agronomic rate will be considered a beneficial use.

Bulk Sewage Sludge - Sewage sludge that is not sold or given away in a bag or other container for application to the land.

Class A Sewage Sludge - Sewage sludge meeting one of the pathogen reduction requirements on *30 TAC §312.82(a)*.

Class B Sewage Sludge - Sewage sludge meeting one of the pathogen reduction requirements on *30 TAC §312.82(b)*.

D-M

Domestic Septage - Either liquid or solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device, or similar treatment works that receives only domestic sewage. Domestic septage does not include liquid or solid material removed from a septic tank, cesspool, or similar treatment works that receives either commercial wastewater or industrial wastewater and does not include grease removed from a grease trap.

Dry Weight Basis - Calculated on the basis of having been dried at 105 degrees Celsius until reaching a constant mass (i.e., essentially 100% solids content).

Facility - Includes all contiguous land, structures, other appurtenances, and improvements on the land used for the surface disposal, land application for beneficial use, or incineration of sewage sludge.

Groundwater - Water below the land surface in the saturated zone.

Land Application - The spraying or spreading of sewage sludge onto the land surface; the injection of sewage sludge below the land surface; or the incorporation of sewage sludge into the soil so that the sewage sludge can either condition the soil or fertilize crops or vegetation grown in the soil.

Monofill - A landfill trench in which sewage sludge is the only type of solid waste placed.

O-P

Off-site - Property which cannot be characterized as "on-site".

On-site - The same or contiguous property owned, controlled or supervised by the same person. If the property is divided by public or private right-of-way, the access shall be by crossing the right-of-way or the right-of-way shall be under the control of the person.

Place Sewage Sludge or Sewage Sludge Placed - Disposal of sewage sludge on a surface disposal site.

Process or Processing - These terms shall have the same meaning as "treat" or "treatment".

S

Saltwater - A coastal water which has a measurable elevation change due to normal tides. In the absence of tidal information, saltwater is generally considered to be a coastal water which typically has a salinity of two parts per thousand or greater in a significant portion of the water column.

Sewage Sludge - Solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum, or solids removed in primary, secondary, or advanced wastewater treatment processes; and material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works.

Sludge Unit - Land on which only sewage sludge is placed for disposal. A sludge unit shall be used for sewage sludge. This does not include land on which sewage sludge is

either stored or treated.

Sludge Unit Boundary - The outermost perimeter of a surface disposal site.

T-W

Transporter - Any person who collects, conveys, or transport sewage sludge, water treatment plant sludge, grit trap waste, grease trap waste, chemical toilet waste and/or septage by roadway, ship, rail, or other means.

Treat or Treatment of Sewage Sludge - The preparation of sewage sludge for final use or disposal including thickening, stabilization, and dewatering. This does not include storage.

Vector Attraction - The characteristic of sewage sludge that attracts rodents, flies, mosquitos, or other organisms capable of transporting infectious agents.

Water Treatment Sludge - Sludge generated during the treatment of either surface water or groundwater for potable use, which is not an industrial solid waste as defined in *30 TAC §335.1.*

Permit Application Forms

The new, major amendment, minor amendment, and renewal applications with instructions are available in Adobe Acrobat PDF format on the TCEQ web site:

http://www.tceq.texas.gov/search_forms.html

Domestic Wastewater Administrative Report:	TCEQ-10053
Domestic Wastewater Technical Report:	TCEQ-10054
Domestic Wastewater Instructions:	TCEQ-10053-ins

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. **Do not send a core data form to TCEQ.**

If you don't already have one, you will be assigned a Customer Number (CN) and Regulated Entity Number (RN). You can find the information on the Central Registry web site at: http://www15.tceq.texas.gov/crpub/

You can search by the RN, CN, permittee name, or permit number under the search field *Additional ID*.

The customer (permittee) is responsible for providing current information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur.

Who Should Apply for a Wastewater Permit?

The **owner(s)** of a facility which generates domestic wastewater seeking authorization from the TCEQ to: (1) discharge wastewater into water in the state (TPDES) or(2) dispose of wastewater adjacent to waters in the state by irrigation, evaporation, or subsurface disposal (TLAP) must be the applicant for a permit. For TPDES permits, whoever has overall financial responsibility for the operation of the facility must apply as a co-permittee with the facility owner. The facility operator is not required to apply as co-permittee if they do not have overall financial responsibility of the facility operations.

This application is not applicable for entities seeking an industrial wastewater permit. An industrial wastewater permit application (TCEQ-10411 and TCEQ-10055) must be submitted in order to obtain an industrial wastewater permit. Entities seeking discharge from a reverse osmosis water treatment plant must apply for an industrial wastewater permit.

When is the Application Submitted?

For new and amendment applications, the completed application should be submitted at least 330 days before the date the proposed construction (if applicable) or modified permit terms are to occur. For renewal applications, the completed application must be

submitted at least 180 days before the expiration date of the current permit. If an application is not submitted before the existing permit expires, the permit will be terminated. The application will be processed as a new facility, with all applicable forms and fees required.

How is the Application Submitted?

One original and three copies* of the entire application must be submitted. Please do not staple or bind the original application. Do not use plastic sleeves for the maps in the original application. Please indicate which applications are copies. Use the following addresses to deliver the application.

***One original and four copies for subsurface area drip dispersal system (SADDS) applications.**

The regular mailing address is:

Texas Commission on Environmental Quality
Water Quality Division
Applications Review and Processing Team (MC148)
P.O. Box 13087
Austin, Texas 78711-3087

The hand delivery address is:

Texas Commission on Environmental Quality
Applications Review and Processing Team
Building F, Room 2101
12100 Park 35 Circle
Austin, Texas 78753

The express mail address is:

Executive Director
Applications Review and Processing Team (MC148)
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

What Fees are Required?

1. Application fee

This fee is required to be paid at the time the application is submitted. Failure to submit payment at the time the application is filed will cause delays in processing the permit application.

Postage fees of $50.00 for new and amendments and $15.00 for renewals have been included with the application fees to cover the expense of the notice required by 30 TAC §305.53. For new and major amendments the $50.00 postage fee covers the expense of notifying up to 100 landowners. An additional $50.00 postage fee will be required for each additional increment of up to 100 landowners.

To verify receipt of payment or any other questions you may have regarding payment of fees to the TCEQ, please call the Revenues Section, Cashiers Office at (512) 239-0357. The applicant is responsible for the cost of publishing the public notices in the newspaper concerning the application for a permit. The applicant will be provided the information necessary to publish, including instructions, by Water Quality Applications Team for the first notice, and by the TCEQ Office of Chief Clerk for the second notice.

ePAY electronic payment

Go to: https://www3.tceq.texas.gov/epay/index.cfm

When making the payment you must select Water Quality, and then select the fee category Municipal. You must include a copy of the payment voucher with your application, which will not be considered complete without the payment voucher.

Mailed payments

Payment must be mailed in a separate envelope to one of the addresses below. Include the Water Quality Permit Payment Submittal Form which is located just after the signature page of the administrative report 1.0.

By regular U.S. mail:

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

By overnight/express mail:

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

2. Annual Water Quality Fee

This fee is assessed to permittees with an authorization in effect on September 1 of each year. The permittee will receive an invoice for payment of the annual fee in November. The payment will be due 30 days from the invoice date. A 5% penalty will be assessed if the payment is not received by TCEQ by the due date. **Annual fee assessments cannot be waived as long as the permit is in effect on September 1.**

Important Note to all Applicants and Permittees:
If your permit is in effect September 1, you will be assessed an annual Water Quality fee. It is the responsibility of the permittee to submit a cancellation or transfer form in a timely manner. Pursuant to 30 TAC §305.66, failure to pay fees is good cause for permit denial or revocation. If an applicant has outstanding fees, a permit application will not be considered for approval by the Commission or Executive Director. For account balance information, contact the Financial Administration Division, Revenue Section, at

(512) 239-0354.

ePAY electronic payment

Go to: https://www3.tceq.texas.gov/epay/index.cfm

Enter your account number provided at the top portion of your billing statement. Payment methods include MasterCard, Visa, and electronic check payment (ACH). A transaction over $1000 can only be made by ACH.

Mailed Payments

Return your payment with the billing coupon provided with the billing statement.

By regular U.S. mail:

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

By overnight/express mail:

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

How Do I Obtain More Information?

Information on wastewater permitting and the domestic wastewater permit applications are available on the TCEQ web page at:

http://www.tceq.texas.gov/permitting/wastewater/municipal/WQ_Domestic_Wastewater_Permits.html. Specific questions can also be directed to the following:

Permit information and application forms	(512) 239-4671
Water Quality Applications Team, administrative information	(512) 239-4671
Municipal Permits Team, technical information	(512) 239-4671
Stormwater & Pretreatment Team, technical information	(512) 239-4671
Sludge (Municipal Permits Team), technical information	(512) 239-4671
Environmental Law Division	(512) 239-0600
Stream survey and receiving water assessment	(512) 239-4671
Toxicity testing requirements	(512) 239-4671
Central Records, copies of records and permits on file	(512) 239-0900
TCEQ Publications	(512) 239-0028

Texas Secretary of State to obtain information on Charter Numbers	(512) 463-5555
State Comptroller of Texas to obtain Tax Identification	(800) 252-1386

The Texas Administrative Code can be viewed on the TCEQ website at: http://www.tceq.texas.gov/rules/current.html. Printed copies of TCEQ rules are available through TCEQ Publications. The initial copy is free and the customer is allowed to reproduce as many additional copies as needed. Should the TCEQ be requested to reproduce additional copies, a fee will be charged as per General Services Commission Guidelines.

The mailing address is:

TCEQ Publications, MC 195
P.O. Box 13087
Austin, Texas 78711-3087.

The telephone number is (512) 239-0028. The fax number is (512) 239-4488.

How Do I Submit the Application?

Submit the application when it is completed. **Only those sections and worksheets that are relevant should be submitted, depending on the type(s) of authorizations being sought by the applicant.** Rarely will all sections and worksheets of the application be submitted. The Administrative Report 1.0 and Technical Report 1.0 must be submitted by all applicants, while others, such as Worksheet 3.0 (Land Disposal of Effluent) are used only when the applicant is requesting authorization to irrigate with treated effluent or another method of land disposal of effluent. **If there is a question as to which section must be submitted, please call the Wastewater Permitting Section.** When submitting the application, arrange the sections of the application as listed in the Submission Checklist. Indicate on the Submission Checklist which sections of the application are included.

If the answer to a question requires a lengthy response, submit a separate attachment to answer the question. The separate attachments must be clearly cross-referenced back to the original question. In the space provided the applicant's should write "See Attachment 1." Failure to clearly cross-reference attachments may result in delays in processing the application.

THE INSTRUCTIONS MUST BE FOLLOWED WHILE COMPLETING THE APPLICATION. THE INFORMATION BEING SUBMITTED WILL NOT BE CLEAR UNLESS THE INSTRUCTIONS ARE FOLLOWED. Each item in the application is cross referenced to a page number in the instructions. All items must be addressed. If an item is not addressed, a Notice of Deficiency letter will be sent to the applicant's representative unless an explanation is provided as to why the item is not applicable. Failure to follow the instructions while completing the application may result in significant delays in processing the application.

Applicants are required to keep records of all data used to complete the permit application and any supplemental information submitted as part of the application process for a period of at least three years from the date the application is signed.

THE APPLICATION FORM MAY NOT BE ALTERED IN ANY WAY. APPLICATIONS THAT ARE ALTERED WILL NOT BE PROCESSED AND WILL BE RETURNED. QUESTIONS CANNOT BE DELETED OR REARRANGED.

Please note: Older versions of the application forms will not be accepted after 6 months from the date of the updated or revised forms.

INSTRUCTIONS FOR DOMESTIC ADMINISTRATIVE REPORT 1.0

This report is required for all permit applications – renewal, amendment, and new.

1. Application Fee

Domestic Wastewater Permit Application fees are dependent on the size of the facility (Proposed or Permitted Daily Average Flow of Final Phase). For application purposes, a major amendment at the time of renewal pays the major amendment rate. A minor amendment at the time of renewal pays the renewal rate.

Flow	New/Major Amendment	Renewal
<0.05 MGD	$350.00	$315.00
≥0.05 but < 0.10 MGD	$550.00	$515.00
≥0.10 but < 0.25 MGD	$850.00	$815.00
≥0.25 but < 0.50 MGD	$1,250.00	$1,215.00
≥0.50 but < 1.0 MGD	$1,650.00	$1,615.00
≥ 1.0 MGD	$2,050.00	$2,015.00

Minor Amendment without renewal (any flow) $115.00

Select the application fee based on the flow and the type of application.

Payment of the fees may be made by check or money order payable to TCEQ, or through EPAY (electronic payment through the web). The permit requires two different fees: Application fees and Annual Water Quality fees.

Provide the requested information about your payment.

2. Type of Application

Indicate the type of application being submitted. If you are submitting an amendment or modification to an existing permit, please describe the changes being requested (e.g., increasing flow from 0.1 to 0.2 MGD, decreasing the monitoring frequency, increasing the irrigation site acreage, adding an outfall, etc.).

For existing permits, provide the TCEQ permit number which begins with WQ00 and the EPA ID number which begins with TX.

3. Facility Owner (Applicant) Information

Important Note: More than one entity may be required to apply for the permit as co-applicant.

The entity type indicates the name that must be provided as an applicant for a permit. It also identifies when a co-applicant is required on an application for a permit.

Partnership Not Filed with Texas Secretary of State

A customer that is established as a partnership as defined by the Texas Secretary of State's Office (TX SOS). If the customer is a 'general partnership' or 'joint venture' filed in the county (not filed with TX SOS) where the facility is located, the customer must provide a copy of the assumed name certificate that lists the names of each partner of the partnership.

Trust or Estate

A trust and an estate are not legal entities, but rather are fiduciary relationships governing the trustee/executor with respect to the trust/estate property. A trustee and an executor are considered the legal representatives of the trust/estate. Therefore, the trust and trustee or estate and executor must be identified as co-applicants. If there is more than one trustee or executor, each trustee or executor must be identified as a co-applicant.

Legal name

Provide the current legal name of the applicant, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), on other legal documents forming the entity, or on documents that are filed in the county where the entity is doing business. You may contact the SOS at 512-463-5555, for more information related to filing in Texas. If filed in the county where you are doing business, provide a copy of the legal documents showing the legal name.

Customer Number (CN)

TCEQ's Central Registry assigns each customer a number that begins with CN, followed by nine digits. This is not a permit number, registration number, or license number. If the applicant is an existing TCEQ customer, the Customer Number is available at the following website: http://www15.tceq.texas.gov/crpub/. If the applicant is not an existing TCEQ customer, leave the space for CN blank.

Contact Name

Provide an individual's name that is affiliated with the applicant.

Mailing address

Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at http://www.usps.com for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

Phone number

This number should correspond to this applicant's mailing address given earlier. Enter the area code, phone number, and extension (if applicable.

Fax number and e-mail address (if available)

This number and e-mail address should correspond to applicant's mailing address provided earlier.

Indicate the type of customer

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type.

Note that the selected entity type also indicates the name that must be provided as an applicant for a permit. It also identifies when a co-applicant is required on an application for a permit.

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

A customer that is established as a partnership as defined by the Texas Secretary of State's Office (TX SOS).

If the customer is a 'general partnership' or 'joint venture' filed in the county (not filed with TX SOS) where the facility is located, the customer must provide a copy of the assumed name certificate, that lists the names of each partner of the partnership.

Corporation
A customer that meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country;
- is recognized as a corporation by the Texas Secretary of State; and
- has proper authority to operate in Texas.

The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government - federal, state, county, or city government (as appropriate)
The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization should not be included as a part the 'legal name' as applicant.

Trust or Estate
A trust and an estate are not legal entities, but rather are fiduciary relationships governing the trustee/executor with respect to the trust/estate property. A trustee and an executor are considered the legal representatives of the trust/estate. Therefore, the trust and trustee or estate and executor must be identified as co-applicants. If there is more than one trustee or executor, each trustee or executor must be identified as a co-applicant.

Other
The customer does not fit any of the above descriptions. Enter a short description of the type of customer in the blank provided.

Independent Entity
Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity.

Otherwise, check Yes.

Number of Employees
Select the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

Customer Business Tax and Filing Numbers

State Franchise Tax ID Number
Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here. You can obtain this number by contacting the State Comptroller of Texas at(800) 252-1386.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512-463-5555.

4. Co-Applicant Information

For TPDES permits, whoever has overall responsibility for the operation of the facility must apply for the permit as a co-applicant with the facility owner. The facility operator is not required to apply as co-applicant if they do not have overall responsibility of the facility operations. If a co-applicant is required, please provide the requested information about the co-applicant. See Section 3 for instructions on how to complete each requested item.

If the facility is considered a fixture of the land (e.g., ponds, units half-way in the ground), there are two options. The owner of the land can apply for the permit as a co-applicant or a copy of an executed deed recorded easement must be provided. The deed recorded easement must give the facility owner sufficient rights to the land for the operation of the treatment facility.

5. Application Contact Information

Provide the name and contact information for the person that TCEQ can contact for additional information regarding this application.

Two contacts may be provided in the application, one administrative and one technical, if the contact cannot answer both administrative and technical questions. If additional contacts are provided, please provide a separate attachment to the application.

7. Permit Contact Information

Provide the names and contact information for two individuals that can be contacted by TCEQ as needed during the term of the permit. The individuals should be of the level of Vice President or higher of a corporation, an Elected Official of a City or County, or a General Partner of a Partnership.

7. Reporting and Billing Information

A. Discharge Monitoring Reports (DMRs) Contact

Provide the name and contact information for the person responsible for receiving and submitting DMRs. The preprinted DMRs will be provided by the TCEQ Enforcement Division unless you chose to submit electronically.

Submit data On Line.....

Submit on line through **eDMR** system. **Go to Sign up now at: https://www3.tceq.texas.gov/steers/** . Establish an electronic reporting account when you get your permit number.

B. Billing Contact

An annual fee is assessed to each permittee on September 1 of each year. Provide the complete mailing address where the annual fee invoice should be mailed. Verify the address with the USPS (see section 2 for instructions on verifying the address with USPS). It must be an address for delivery of regular mail, not overnight express mail. Also, provide a phone number and email address, if available, for the permittee's representative responsible for payment of the invoice.

8. Notice Information

The applicant will be required to publish 2 public notices in a newspaper of largest general circulation in the county where the facility is or will be located. Detailed information may be obtained by referring to TCEQ's web site and 30 TAC Chapters 39, 50, 55, and 281 regarding notice, public comments, and response to comment procedures.

The first notice, the "Notice of Receipt of Application and Intent to Obtain a Water Quality Permit" (NORI) must be published within 30 days of the application being declared Administratively Complete.

The second notice, "Notice of Application and Preliminary Decision" (NAPD) must be published within 30 days of a draft permit being filed with the Office of Chief Clerk (OCC). All information necessary to publish the second notice, as well as proof of publication, will be mailed by the OCC. The address to mail the required information back to the TCEQ will be included in the information from the OCC.

A. Individual publishing the notices

Provide the person's name, company name, mailing address, telephone number, fax number, and email address that will publish the notices required during the processing of the application. Only one person can be provided. This person (not the newspaper)

will be contacted by the TCEQ to publish the required notices in a newspaper of the largest general circulation in the county where the facility is or will be located. This person must be available during the application processing.

B. Method of receiving NORI Package

Provide the method of receiving the NORI public notice information package. When the application is declared Administratively Complete, the NORI public notice information package will be sent to the individual identified in item 8A via the method selected. The NORI public notice information package includes the TCEQ declaration of completeness, a notice ready for publication, instructions for publishing the notice, and a publication affidavit.

C. Contact in the notice

Provide the person's name, company name, and telephone number of the one individual that will be identified in the notice. This individual may be contacted by the public to answer general and specific questions about all aspects of the permit application.

d. Public viewing location

Provide the name and physical address for the public place where the application information will be available for viewing and copying. Please verify with the proper authority they will make the application available for public viewing and copying. The public place must be located within the county in which the facility is or will be located. If the facility or outfall is located in more than one county, a public viewing place for each county must be provided. The address must be a physical address. **Post office box addresses are not acceptable.**

E. Bilingual notice requirements

Bilingual notice may be required for new permit applications, major amendment applications and renewal applications. Bilingual notice is not required for minor amendment or minor modification applications. If an elementary school or middle school nearest to the facility offers a bilingual program, notice may be required to be published in an alternative language. The Texas Education Code, upon which the TCEQ alternative language notice requirements are based, triggers a bilingual education program to apply to an entire school district should the requisite alternative language speaking student population exist. However, there may not be any bilingual-speaking students at a particular school within a district which is required to offer the bilingual education program. For this reason, the requirement to publish notice in an alternative language is triggered if the nearest elementary or middle school, as a part of a larger school district, is required to make a bilingual education program available to qualifying students and the school either has students enrolled at such a program on-site, or has students who attend such a program at another location.

The applicant is required to call the bilingual/ESL coordinator for the nearest elementary and middle schools and obtain information to determine if an alternative language notice is required. If it is determined that a bilingual notice is required, the applicant is responsible for ensuring that the publication in the alternate language is

complete and accurate in that language.

9. Regulated Entity (Site) Information

A. Name of the project or site

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity.

B. Regulated Entity Reference Number (RN)

This is a number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. Search TCEQ's Central Registry to see if the site may already have an RN assigned at: http://www15.tceq.texas.gov/crpub/

- If this regulated entity has not been assigned an RN, leave this space blank.
- If this customer has been assigned this number, enter the site's RN.

If the site of your business is part of a larger business site, a RN may already be assigned for the larger site. Use the RN assigned for the larger site. The site information for this application may vary from the larger site information. An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

C. Site address/location

For existing permitted facilities, indicate whether the existing permit includes an accurate location description. If the application is for a new facility or the description is inaccurate, complete either Item 1 or Item 2. **NOTE:** a new location requires a new (separate) permit - permits are site specific.

Item 1. Enter the complete address of where the site is located. This address must be validated through USPS. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete *and valid* address. Do not use a rural route or post office box for a site location.

Item 2. If a site does not have an address that includes a street (or house) number and street name, provide a complete written location access description. Do not provide directions to the facility. The description must include the direction and distance in feet or miles from road intersections. Two examples of acceptable location descriptions are: (1) The facility is located 2,600 feet southwest of the intersection of State Highway 20 and Farm-to-Market Road 1200; (2) The facility is located approximately 1.2 miles east of the intersection of Farm-to-Market Road 345 and County Road 10.

Provide the name of the nearest city from the location of the facility. The city will be provided public notice of the application.

Provide the zip code where the facility is or will be located.

D. County where site is located

Identify the county or counties where the facility is or will be located.

Note: if the facility is or will be located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County, *30 TAC §215*, Edwards Aquifer Rules, may be applicable and the applicant may be required to provide additional information.

E. Latitude and longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds to the nearest second or decimal degrees to at least four decimal places. For help obtaining the latitude and longitude, go to: http://www.tceq.texas.gov/gis/sqmaview.html.

F. Description of activity regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

G. Owner of treatment facility

Provide the name of the owner of the facility. **The plant owner must be the applicant for the permit (same as Section 2).**

Indicate the type of facility. A publicly owned treatment facility is **owned** by the state, unit of local government, or Indian Tribe, usually designed to treat domestic wastewaters. If the facility is **publicly owned, the applicant must complete Worksheet 6.0 of the technical report**. A privately owned treatment works is **owned** by a corporation, partnership, or other entity, and is not owned by a government entity. A facility designated as both is unusual, and is a combination of both public and private ownership.

H. Landowner where the treatment facility is located

Provide the name of the owner of the land where the facility is located. If the owner of the land is not the same as the applicant, a long term lease agreement for the life of the facility must be provided. A lease agreement can only be submitted if the facility is not a fixture of the land (e.g., above-ground package plant).

If the facility is considered a fixture of the land (e.g., ponds, units half-way in the ground), there are two options. The owner of the land can apply for the permit as a co-applicant or a copy of an executed deed recorded easement must be provided. A long term lease agreement is not sufficient if the facility is considered a fixture of the land.

Both the long term lease agreement and the deed recorded easement must give the facility owner sufficient rights to the land for the operation of the facility.

I. Landowner of the effluent disposal site

Provide the name of the owner of the effluent disposal site, if applicable. **This item is only applicable if you are requesting authorization for the disposal of effluent (e.g., irrigation, subsurface drip irrigation, evaporation). It is not for the point of discharge to the receiving waters.** If the owner of the land is not the same as the applicant, a long term lease agreement must be provided. The lease agreement must give the facility owner use of the land for effluent disposal. If the term of the lease agreement is less than five years, the permit may be drafted for a term equivalent to the term of the lease.

If ponds (i.e., holding ponds, evaporation ponds) are located on land not owned by the applicant, there are two options. The owner of the land can apply for the permit as a co-applicant or a copy of an executed deed recorded easement must be provided. The deed recorded easement must give the facility owner sufficient rights to the land for the operation of the facility and must be recorded in the county where the facility is located.

If the land is to be acquired by the facility owner, a copy of an executed option to purchase agreement must be submitted. The option to purchase must give a legal description of the land to be purchased and identify when the option to purchase agreement expires. An option to purchase may only be submitted with a new permit application.

J. Landowner of the sewage sludge disposal site:

Provide the name of the owner of the sewage sludge disposal site. This item is only required if you are requesting authorization for the disposal of sewage sludge on property owned or under the direct control of the applicant. If the owner of the land where the sewage sludge disposal site is located is not the same as the applicant, a long term lease agreement for at least the term of the permit must be provided. **If sludge is hauled by a registered transporter to a separate site that is permitted or registered by the TCEQ, such as a municipal solid waste landfill or a registered land application site, ownership information does not need to be provided.**

10. Miscellaneous Information

A. Previous employment with the TCEQ

List each person formerly employed by the TCEQ who represented your company and was paid for service regarding the application. Any violation of the Health and Safety Code, Texas Water Code, or Government Code relating to conflict of interest may result in denial of the application and filing charges with the appropriate office.

B. Indian land

Indicate whether the facility is located on, or the discharge route passes through, Indian Land.

C. Permanent School Fund Land

Indicate if any permanent school fund land will be affected by the application. If yes, provide the location, forseeable impacts, and effects this application has on the land(s).

D. Location of the sewage sludge site

If the existing permit contains an onsite sludge disposal authorization, indicate whether the location of the sewage sludge disposal site in the existing permit is correct.

If no, or if a new onsite sludge disposal authorization is being requested, provide an accurate location description of the sewage sludge disposal site. The location is not needed if sewage sludge is disposed of at a site permitted or registered by another entity. The location description must include the distance in feet or miles from road intersections.

E. Delinquent fees and penalties

The TCEQ will not issue, amend, or renew permits, registrations, certifications, or licenses to an entity or person who is delinquent on a penalty or fee owed to the TCEQ. The TCEQ will not declare any application administratively complete that is submitted by a person or entity who is delinquent on a fee or penalty until the fee or penalty is paid, or if on an approved installment plan, that payments under the plan are current. The TCEQ will withhold final action on an application until the fee or penalty is paid and the account is current, if after the application is considered administratively complete, the owner or entity who submitted the application is delinquent on a fee or penalty.

Please identify whether you owe any fees or penalties to the TCEQ. If fees or penalties are owed, please identify the type of fee or penalty owed, the amount past due, and the TCEQ identifying number. For penalties, please provide the TCEQ docket number. For further information on the Delinquent Fee & Penalty Protocol, see the TCEQ web site at: http://www.tceq.texas.gov/agency/fees/delin .

11. TPDES Discharge Information

This section is required for applicants requesting authorization to discharge into water in the state.

A. Point of discharge and discharge route

Confirm whether the point of discharge and discharge route in the existing permit are correct. If not or if this application is for a new or amendment application, please provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). Two examples of a discharge route are: (1) through a six-inch pipe to a county drainage ditch; thence to Doe Creek; thence to the Brazos River, or; (2) from the plant site to an unnamed tributary of Joe Creek; thence to Joe Creek; thence to Quail Creek; thence to

the Jane River Below Charles Lake. Classified segments can be found in 30 TAC §307.10 Appendix *A* and segment location descriptions can be found in 30 TAC S §307.10 Appendix C. **The issuance of a permit does not grant a permittee the right to use the specific discharge route or to use private or public property for conveyance of wastewater along the discharge route described above. The permittee must acquire all property rights as may be necessary to use the discharge route.**

Please note: The relocation of the discharge point or discharge route may be subject to a Major Amendment to the permit.

B. City nearest the outfall(s)

Provide the name of the city or cities nearest to where the outfall(s) are located.

C. County where the outfall(s) are located

Provide the county or counties in which the outfall(s) are located.

D. Latitude and longitude of the outfalls

Enter the latitude and longitude of each outfall in degrees, minutes, and seconds to the nearest second or decimal degrees to at least four decimal places. For help obtaining the latitude and longitude, go to: http://www.tceq.texas.gov/gis/sqmaview.html.

E. Discharge to public ditch or right-of-way

Indicate whether the treated effluent is discharged to a city, county, state highway right-of-way, or flood control district drainage ditch. Authorization from this entity must be obtained prior to commencing discharge. A permit does not grant this authorization. It must be authorized by the owner of the structure.

If yes, indicate whether the entity granted authorization or if authorization is still pending. If authorization is still pending, provide a copy of the proof of contact. If approved, provide the approval letter.

F. Daily discharge of 5 million gallons per day or more

For all applications permitted for, or requesting an increase of 5 MGD or more, provide the name of each county or counties within 100 statute miles downstream of the point(s) of discharge.

12. TLAP Disposal Information

This section is required for applicants requesting authorization to discharge adjacent to water in the state (ie. irrigation, subsurface drip irrigation, evaporation).

A. Disposal site location

Indicate if the existing permit includes an accurate description of the effluent disposal site. If no, or if this is a new site, provide a location description of the effluent disposal site. Do not provide directions to the disposal site. The description must include the

distance in feet or miles from road intersections. Two examples of acceptable location descriptions are: 1) The effluent disposal site is located 2,600 feet southwest of the intersection of State Highway 20 and Farm-to-Market Road 1200; 2) The effluent disposal site is located 1.2 miles east of the intersection of Farm-to-Market Road 345 and County Road 10.

NOTE: A change in the location or an increase in acreage requires a major amendment.

B. City nearest the disposal site

Provide the name of the city nearest to where the disposal site is located.

C. County where the disposal site is located

Provide the county or counties in which the disposal site is located.

D. Latitude and longitude of the disposal site

Enter the latitude and longitude for the disposal site in degrees, minutes, and seconds to the nearest second or decimal degrees to at least four decimal places.. For help obtaining the latitude and longitude, go to: http://www.tceq.texas.gov/gis/sqmaview.html.

E. Effluent routing description

Provide a description of how the treated effluent gets from the treatment facility to the effluent disposal site. An example of the flow of effluent to the disposal site is: from the treatment plant through a six-inch pipe to a one acre holding pond; thence via a four-inch pipe to the irrigation site. A major amendment to the permit is required in order to use an effluent disposal site different than the one described in an existing permit.

F. Nearest watercourse

Provide the name of the nearest watercourse to the effluent disposal site to which rainfall runoff might flow if not contained within the disposal site. The name of the nearest watercourse for a TLAP is included as part of the permit.

13. Attachments

A. Supplemental Permit Information Form

Applicants for a TPDES authorization must complete and submit the Supplemental Permit Information Form which is included at the end of the administrative report form.

B. Domestic Administrative Report 1.1

Applicants for a new authorization or for an amendment of an existing authorization must complete and submit Domestic Administrative Report 1.1 which is located after the payment submittal page in the administrative report form.

C. Lease Agreements or deed recorded easements

These documents must be submitted with the application if the treatment facility or effluent disposal site is not owned by the applicant or co-applicant.

D. USGS Topographic Map

For **Renewal, Major and Minor Amendment** applications, provide an 8 1/2 x 11, reproduced portion of the most current and original USGS Topographic map(s) that meets the 1:24,000 scale.

For **New** applications, provide an **original**, full size, 7.5 Minute USGS Topographic Quadrangle Map(s). The original USGS quadrangle map(s) must be in color, have a scale, and have the latitude and longitude on **all** four sides of the map. You can obtain an original, full size, 7.5 Minute USGS Topographic Quadrangle map by calling the USGS at 1-888-275-8747.

For **all** USGS Map submittals, the maps must contain the **applicable information below, clearly outlined and labeled on the map:**

- one mile in all directions from the facility. If more than one map is required to show one mile in all directions from the facility, provide each individual map. Do not splice together,
- effluent or permitted sludge disposal sites,
- the applicant's property boundary,
- the boundaries of the treatment facility,
- the point(s) of discharge (i.e an X or a dot),
- the highlighted discharge route for a distance of three stream miles or until the effluent reaches a classified segment (only use a yellow or light colored highlighter, so that we may see the stream characteristics - do not mark over the discharge route with dark ink),
- the boundaries of the effluent disposal site such as the irrigation tract or subsurface drainfield,
- all ponds including storage, evaporation, and holding ponds,
- the sewage sludge disposal site if currently authorized in the existing permit or if the applicant is seeking authorization through a new or amended permit application,
- all new and future commercial developments, housing developments, industrial sites, parks, schools, and recreational areas,
- all springs, public water supply wells, monitor wells, surface water supply

intakes, water treatment plants, potable water storage facilities, and sewage treatment facilities located within one mile of the treatment facility,

- all parks, playgrounds, and schoolyards around the point of discharge and one mile downstream of the discharge route must be highlighted and the name provided on the map

Signature Page

Each applicant and co-applicant applying for the permit is required to sign the certification statement. The certification must bear an original signature of a person meeting the signatory requirements specified under 30 TAC §305.44.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the TCEQ's Environmental Law Division at 512-239-0600.

30 TAC §305.44. Signatories to Applications.

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Attachment 1 Individual Information

If the applicant or co-applicant is an individual, provide information on the individual as required by the Texas Water Code. Provide the address as shown above in Section 2. The address provided must be the individual's home address.

Water Quality Permit Payment Submittal Form

The application fee is required to be paid at the time the application is submitted. Failure to submit payment at the time the application is filed will cause delays in processing your application. Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Mailed Payments:

Complete and submit this Water Quality Permit Payment Submittal Form. The application fee is submitted to a different address than the application form. Read the Water Quality Permit Payment Submittal Form for further instructions.

ePAY Electronic Payment: http://www.tceq.texas.gov/epay

When making the payment you must select Water Quality, and then select the fee category "Municipal". You must include a copy of the payment voucher with your application. Your application will not be considered complete without the payment voucher.

INSTRUCTIONS FOR DOMESTIC ADMINISTRATIVE REPORT 1.1

This report is required for new permits and major amendments only.

1. Affected Landowner Information

The following information is required for the affected landowner list and other interested parties. Please use the format described below. Affected landowner information is critical to the processing of the application and any errors may cause significant delays in processing the application.

The landowners list is used by the TCEQ to notify affected landowners of the application by mail. These individuals, as well as others, may provide comments on the application or request a contested case hearing on the application.

A. Landowner map components

1. All applicants shall submit a map that clearly shows the following:

- the applicant's property boundaries;
- the location of the treatment facility within the applicant's property;
- the property boundaries of landowners surrounding the applicant's property;
- the required buffer zone if the buffer zone requirement is not satisfied by ownership; and
- requirement on Page 32-33 of the instructions or in *30 TAC §309.13(e)*

2. For applications to discharge treated effluent to waters in the state, the map must clearly show the following:

- the discharge point;
- the highlighted discharge route for one mile downstream from discharge point;
- the property boundaries of all landowners surrounding the discharge point and on both sides of the discharge route for one full stream mile downstream of the discharge point; and
- If the discharge point is to a lake, bay estuary, or affected by tides, the property boundaries of landowners along the shoreline for a one-half mile radius from discharge point

3. For applications to use land disposal of effluent, the map must clearly show the following:

- the property boundaries of the effluent disposal sites;
- all effluent holding/storage/evaporation lagoons; and
- the property boundaries of all landowners surrounding the disposal site.

4. For applications to beneficially use sewage sludge on a land application site; the map must clearly show the property boundaries of:

- the beneficial use land application site within the applicant's property boundaries; and
- the landowners **surrounding** the applicant's property boundaries where the beneficial use land applications site is located.

5. For applications for sewage sludge disposal in a monofill, the map must clearly show the property boundaries of

- the sludge disposal site within the applicant's boundaries; and
- the landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site is located.

If there are questions as to which landowners must be identified, call the Wastewater Permitting Section staff. The landowners map should be a city or county plat, another map sketch, or a drawing with a scale adequate enough to show the cross-referenced affected landowners. The landowners map must include a scale so that the TCEQ can verify that all landowners within the required distances have been identified.

Examples of landowner maps have been provided for review and assistance (see Example 7 – Adjacent and Downstream Landowners at the end of this instruction booklet).

For example 7(a) each type of affected landowner must be identified on the above maps. For example, in an application to increase flow, landowner from items 1 and 2 above must be shown. For increases in flow at a plant and disposal of wastewater via irrigation, landowners from items 1 and 3 above must be shown. If the application is for a new permit in which irrigation and beneficial land application of sewage sludge is being proposed, landowners from items 1, 3 and 4 must be shown.

Example 7(b) shows all the landowners adjacent to the applicant's property, surrounding the point of discharge, and all landowners along the discharge route for a distance of one mile downstream. In this map, landowners 1-10 must be identified as affected landowners with the landowner's name and mailing address submitted with the application in the format described in item 1.B. below.

B. Cross-referenced landowner list

All landowners identified on the map must be clearly cross-referenced to a list of the landowner names and complete mailing addresses. The cross reference must be in

consecutive numeric order (1, 2, 3). The complete list of affected landowners must be provided on a **separate sheet of 8.5x11" paper. DO NOT USE THE PROPERTY TAX TRACT NUMBER SYSTEM.**

C. Landowner list media

In an effort to expedite processing of the application, the TCEQ requires applicants to provide the mailing list in one of the following formats: electronic or printed mailing labels. Either submit the mailing list electronically on a read/write compact disk (CD-RW) using Microsoft Word, as allowed by *30 TAC §39.5(b)*, or if more convenient, four sets of printed labels of the list may be provided. Each name and corresponding address must appear only once on the mailing labels or CD-RW even if the entity owns more than one tract of land identified on the landowners map. Please eliminate duplicate names and addresses.

CD-RW: If providing the mailing labels on CD-RW, please ensure the names and mailing addresses are in Avery 5160 label format (3 columns across, 10 columns down, for a total of 30 labels per page). The application cannot be declared administratively complete until one of the two is received. Please label the CD-RW with the applicant's name and permit number. Within the file stored on the CD-RW, identify the permit number and applicant's name on the top of the document. A list submitted electronically should be the only item on that CD-RW. Do not submit a list on a CD-RW that includes maps or other materials submitted with your application.

Names and addresses must be typed in the format indicated below according to US Postal Service regulations for machine readability. Each letter in the name and address must be capitalized, contain no punctuation, and the appropriate two-character abbreviation must be used for the state. Each entity listed must be blocked and spaced consecutively as shown below.

EXAMPLES:

SHARMAN DUNN	MR AND MRS EDWARD PEABODY	BRIAR LP
RR 1 BOX 34	1405 MONTAGUE LN	PO BOX 249
SEA TX 76724	SEA TX 76710-1234	SEA TX 76710-0249

Printed Labels: If you provide the list on printed labels, please use sheets of labels containing 30 labels per page. Please provide four complete sets of labels of the adjacent landowners list.

D. Landowner data source

Provide the source of the landowners' names and mailing addresses including the date the source material was compiled.

2. Buffer Zone Map

The buffer zone map is used to show how the applicant will comply with the

requirements of 30 TAC §309.13(e). This part of the regulations pertains to abating and controlling nuisance odor conditions from wastewater treatment facilities. The buffer zone, either 150 or 500 feet from the treatment units (depending on the type of treatment unit, see below) can be met by ownership, legal restrictions preventing residential structures within the buffer zone, an approved nuisance odor prevention plan, or a variance to the buffer zone. Ownership means that the applicant owns all the land surrounding the treatment units that fall within the buffer zone. The other three alternatives pertain to the portion of the buffer zone that is not owned by the applicant.

Legal restrictions are legal documents such as a deed recorded easement that prohibit residential structures within the part of the buffer zone that is not owned by the applicant. An approved nuisance odor prevention plan contains specific information and actions by the applicant to abate and control nuisance odor conditions. A variance to the buffer zone is an option that is considered on a case-by-case basis. A variance should only be requested when all other options to satisfy the buffer zone requirements have been explored and deemed infeasible. The applicant shall provide proof during the application process that the other options are not feasible. The following is a portion of 30 TAC § 309.13, which identifies the buffer zone requirements:

e. One of the following alternatives must be met as a compliance requirement to abate and control nuisance of odor prior to construction of a new wastewater treatment plant unit, or substantial change in the function or use of an existing wastewater treatment unit

    1. Lagoons with zones of anaerobic activity (e.g., facultative lagoons, un-aerated equalization basins, etc.) may not be located closer than 500 feet to the nearest property line. All other wastewater treatment plant units may not be located closer than 150 feet to the nearest property line. Land used to treat primary effluent is considered a plant unit. Buffer zones for land used to dispose of treated effluent by irrigation shall be evaluated on a case -by-case basis. The permittee must hold legal title or have other sufficient property interest to a contiguous tract of land necessary to meet the distance requirements specified in this paragraph during the time effluent is disposed by irrigation;

    2. The applicant must submit a nuisance odor prevention request for approval by the Executive Director. A request for nuisance odor prevention must be in the form of an engineering report, prepared and sealed by a licensed professional engineer in support of the request. At a minimum, the engineering report shall address existing climatological conditions such as the average direction and velocity of the prevailing winds (i.e., wind rose), surrounding land use which exists or which is anticipated in the future, wastewater characteristics in affected units pertaining to the area of the buffer zone, potential odor generating units, and proposed solutions to prevent nuisance conditions at the edge of the buffer zone and beyond.

        Proposed solutions shall be supported by actual test data or appropriate calculations. The request shall be submitted, prior to construction, either

with a permit application and subject to review during the permitting process or submitted for executive director approval after the permitting process is completed: or,

3. The permittee must submit sufficient evidence of legal restrictions prohibiting residential structures within the part of the buffer zone not owned by the applicant. Sufficient evidence of legal restriction may, among others, take the form of a suitable restrictive easement, right-of-way, covenant, deed restriction, deed recorded, or a private agreement provided as a certified copy of the original document. The request shall be submitted, prior to construction, either with a permit application and subject to review during the permitting process or submitted for Executive Director approval after the permitting process is completed.

f. For a facility for which a permit application, other than a renewal application, is made after October 8, 1990, if the facility will not meet the buffer zone requirements by one of the alternatives described in subsection (e) of this section, the applicant shall include in the application for the discharge permit a request for variance. A variance will be considered on a case-by-case basis and, if granted by the Commission, shall be included as a condition in the permit. This variance may be granted by the Commission, consistent with the policies set out in Texas Water Code, §26.003.

A. Buffer zone map components

The buffer zone map submitted as part of the application will become part of the permit if the applicant does not own the required buffer zone; therefore, please provide the buffer zone map on 8.5 by 11-inch paper. **It is very important that the map be accurate and clearly labeled.** The buffer zone map must clearly show the following information: (Please label each item on the map)

- the applicant's property boundaries
- each treatment unit and the distance in feet from each treatment unit to the applicant's property boundaries
- the required buffer zone (500 feet for lagoons with zones of anaerobic activity, 150 feet for all other treatment units)
- If the buffer zone is not owned by the applicant, the map must show the distance in feet the buffer zone extends into all surrounding property

An example of a buffer zone map has been provided as Example 8 at the end of this document. In the example, the applicant does not own all of the required buffer zone. At least one of the three options discussed above must be chosen in order to satisfy the buffer zone requirements. A draft permit cannot be prepared until the buffer zone requirements are satisfied.

B. Buffer zone compliance method

Indicate which requirement is being used to satisfy the buffer zone requirements. For existing permits, changing the method in which the buffer zone will be satisfied requires a minor amendment to a permit.

C. Unsuitable site characteristics

To answer the unsuitable site characteristics question, review the following information. If the site meets the requirements below, check yes. If one of the following is not met, check no. If no, additional information may be requested.

The treatment facility must also meet the requirement of 30 TAC 309.13(a) through (d). The unsuitable site characteristics, as defined in the rules are as follows:

A wastewater treatment plant unit may not be located in the 100-year flood plain unless the plant unit is protected from inundation and damage that may occur during that flood event.

A wastewater treatment plant unit may not be located in wetlands (This prohibition is not applicable to constructed wetlands.)

A wastewater treatment plant unit may not be located closer than 500 feet from a public water well as provided by 30 TAC Section 290.41 of this title (relating to Ground Water Sources and Development) nor 250 feet from a private water well. The following separation distances apply to any facility used for the storage, processing or disposal of domestic wastewater. Exceptions to these requirements will be considered at the request of a permit applicant on a case-by-case basis, and alternative provisions will be established in a permit if the alternative condition provides adequate protection to potable water sources and supplies.

A wastewater treatment plant unit, land where surface irrigation using wastewater effluent occurs, or soil absorption systems (including low pressure dosing systems, drip irrigation systems, and evapotranspiration beds) must be located a minimum horizontal distance of 150 feet from a private water well.

A wastewater treatment plant unit, or land where surface irrigation using wastewater effluent occurs, must be located a minimum horizontal distance of 500 feet from an elevated or ground potable-water storage tank as provided by 30 TAC Section 290.43 of this title (relating to Location of Clear Wells, Standpipes, and Ground Storage and Elevated Tanks.)

A wastewater treatment plant unit, or land where surface irrigation using wastewater effluent occurs, must be located a minimum horizontal distance of 500 feet from a public water well site as provided by 30 TAC Section 290.41 of this title, spring, or other similar sources of public drinking water.

A wet well or pump station at a wastewater treatment facility must be located a minimum horizontal distance of 300 feet from a public water well site, spring, or other similar sources of public drinking water as provided by 30 TAC Section 290.41 of this title.

A wastewater treatment plant unit, or land where surface irrigation using wastewater effluent occurs must be located a minimum horizontal distance of 500 feet from a surface water treatment plant as provided by 30 TAC Section 290.41 of this title.

A wastewater treatment facility surface impoundment may not be located in areas overlying the recharge zones of major or minor aquifers, as defined by the Texas Water Development Board, unless the aquifer is separated from the base of the containment structure by a minimum of three feet of material with a hydraulic conductivity toward the aquifer not greater than 10-7 cm/sec or a thicker interval of more permeable material which provides equivalent or greater retardation of pollutant migration. A synthetic membrane liner may be substituted with a minimum of 30 mils thickness and underground leak detection system with appropriate sampling points.

3. Original Photographs

Photographs of each of the following must be submitted with the application:

- At least one photograph of the new and expanded treatment unit(s) location.
- At least two photographs of the existing or proposed discharge point and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the discharge point should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- At least one photograph of the existing/proposed effluent disposal site.

Submit a plot plan or map that indicates the location of each photograph and the direction (e.g., northwest) the camera was facing when the photograph was taken.

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

This form applies to TPDES permit applications only.

The SPIF must be completed as a separate document. The TCEQ will mail a copy of the SPIF to each agency as required by the TCEQ Memorandum of Agreement with the EPA. If any of the items are not completely addressed or further information is needed, you will be contacted to provide the information. Each item must be completely addressed.

When filling out the SPIF:

- **Do not refer to a response of any item in the permit application form**
- Each attachment must be provided with this form, separately from the administrative report of the application

The application will not be declared administratively complete without this form being completed in its entirety including all attachments.

End of Instructions for TCEQ Form 10053

INSTRUCTIONS FOR DOMESTIC TECHNICAL REPORT 1.0

The following items are required for all permit applications - renewals, amendments and new permit applications. Please read the instructions carefully.

Please provide detailed technical information as needed. If more than one outfall is included in the application, provide applicable information for each outfall. If an item does not apply to your facility, write N/A to indicate that you have considered it. Attach separate reports or additional sheets as needed. Cross-reference all attachments to the question in the Technical Report. You are not required to submit worksheets that do not apply to your application.

1. Permitted or Proposed Flows

Provide the design flow rate of the treatment facility for the facility that is operational or that will be constructed within the next five years. If only one phase, just fill out Table 1.0(1). If construction of facilities for specific phases will not be started within this five-year time period, then the phase may not be included in the proposed permit. This scenario is addressed in the Unbuilt Phases section (item 5) of Domestic Technical Report 1.0.

If the applicant is requesting an increase in the permitted flow, a major amendment to the permit is required.

Specify which phase the facility is currently operating in, as defined by the existing permit. Provide the date that the current operating phase went into effect. Provide the startup date of the current treatment facility phase. For example, if the facility was first built in 2000 for 0.10 MGD capacity, but the facility was expanded in July 2006 to accommodate a flow of 0.5 MGD, the answer to this question is July 2006.

2. NAICS and SIC Code

Provide the Standard Industrial Classification Code (SIC) and the North American Industrial Classification System Code (NAICS) that best applies to the type of entities served by the facility. The following table includes typical SIC and NAICS codes for domestic wastewater permits. If none of the following NAICS and SIC Codes apply, provide the appropriate NAICS and SIC Code. Additional NAICS Codes may be obtained from the North American Industrial Classification System manual, published in 1997. Additional SIC Codes are available from a variety of sources. For treatment facilities that provide wastewater service to a wide range of domestic, commercial, and/or industrial entities, SIC Code 4952 and NAICS Code 22132 may be most appropriate.

SIC CODES

4941 Potable Treatment Plants
4952 Sewage Treatment Plants
5812 Eating Places
6515 Operators of Residential Mobile Home Sites
7011 Hotels and Motels
7032 Sporting and Recreational Camps
7033 RV Parks and Campsites
7996 Amusement Parks
8051 Skilled Nursing Care Facilities
8211 Elementary and Secondary Schools
8744 Private Correctional Establishments
9223 Governmental Correctional Institutions

NAICS CODES

22131 Water Supply and Irrigation Systems
22132 Sewage Treatment Facilities
72211 Full Service Restaurants
722211 Limited Service Restaurants
722212 Cafeterias
722213 Snack and Non-Alcoholic Beverage Bars
53119 Lessors of Other Real Estate Property
72111 Hotels and Motels
72112 Casion Hotels
721191 Bed and Breakfast Inns
721199 All Other Traveler Accomodations
721214 Recreation & Vacation Camps Except Campgrounds
721211 RV and Campgrounds
71311 Amusement and Theme Parks
623311 Cont. Care Retirement Communities
61111 Elementary and Secondary Schools
56121 Facilities Support Services
92214 Correctional Institutions

3. Treatment Process

a. Treatment process description

Provide a detailed description of the treatment process. Describe the type of treatment system (e.g., activated sludge, lagoon system, trickling filter) and mode of operation (e.g., extended aeration mode, complete mix mode, conventional mode, lagoon system). Provide a detailed description that traces the flow of wastewater through the entire treatment process and starts with the headworks and finishes with the discharge point. Include in a detailed description the sludge processing and drying units. **Provide a separate description for each phase of the permit (e.g., interim, final).** A list of common processes or process modifications is provided as Example 1 in this document.

b. Treatment units

Provide the type and dimensions (length x width x height) of each treatment unit. A list of common treatment units is provided as Example 2.

c. Process flow diagrams

Attach flow diagrams for an existing facility and/or each proposed phase of construction. The flow diagram must demonstrate the flow of wastewater through the facility from the headworks to the discharge point (or disposal site) as well as the sludge processing sequence. Clearly show and label any on-site lift stations, bypass piping, and constructed emergency overflows within the treatment system. An example flow diagram has been provided as Example 3 in this document.

4. Site Drawing

Provide a site drawing on an 8.5x11-inch paper that shows the boundaries of the treatment facility and the area served by the treatment facility. Not necessarily on the same page, provide the name and description of the area served by the treatment facility.

For facilities that dispose of effluent via land application (irrigation, subsurface disposal, evaporation, etc.), show the location of all effluent storage, holding and evaporation lagoons, and the disposal area. Indicate the general slope of the land.

For facilities that include authorization to dispose of sludge by beneficial land application or surface disposal, show the location of the sludge application or disposal site. If this information can be shown on the USGS map submitted in response to Item 8(b) of the Administrative Report 1.0, the USGS map is acceptable so long as it is copied to an 8.5x11-inch paper.

5. Unbuilt Phases

Indicate if existing permit contains phases that have not been constructed within five years of permit issuance. For example, the existing permit authorizes flows of 0.10 MGD and 0.20 MGD; the facility is currently operating in the 0.10 MGD phase and the 0.2 MGD phase was authorized seven years ago. In this situation, the answer to the question is yes. If yes, the remainder of the questions must be answered and the information provided.

The commission is charged with the responsibility of determining the need for a permit. If the permit contains a phase that has not been constructed or is not in operation, provide a detailed discussion of the continued need for the unbuilt phase. For unbuilt phases, provide an anticipated construction and operation schedule for each phase. If construction is dependent upon housing/commercial development, provide information from the developer for the scheduled start dates for development phases. Attach this schedule to the application. Failure to provide sufficient justification for the continued need for the permit and/or each identified phase may result in a recommendation for denial of the application or removal of unbuilt phases from the permit. The deletion of

an unbuilt phase does not prevent a permittee from applying for a major amendment to increase flow in the future. However, in implementing regionalization, the permittee will be required to provide additional information to justify the increase in flow.

6. Closure Plans

Permits require an approved closure plan when a treatment unit or facility is permanently closed. Contact the Municipal Permits Team at 512-239-4671 for more information.

7. Permit Specific Requirements

a. Summary transmittal

Indicate whether a summary transmittal letter and/or engineering plans and specifications have been submitted to the TCEQ for review. Prior to the construction of the treatment units, a summary transmittal letter or the plans and specifications must be approved by Water Quality Division engineers. If the plans and specifications have been approved, provide the date approval was granted.

For applicants with existing permits: check the Other Requirements or Special Provisions of the existing permit. If there is a requirement that asks for a Summary Transmittal Letter, please state if this has been resolved and any applicable dates. Include a copy of any correspondence from TCEQ.

b. Buffer zones

Indicate if the buffer zone requirements have been met. For a full explanation of buffer zone requirements please reference Page 40-41 of the instructions.

For applicants with existing permits: check the Other Requirements or Special Provisions of the existing permit. If buffer zone requirements have been met, indicate which method(s) were used. If there is a buffer zone requirement such as the submission of easements or a nuisance odor plan, please state what actions have been taken, including dates.

c. Other actions required by the current permit

For applicants with existing permits: check the Other Requirements or Special Provisions of the existing permit. If there were any required actions not including buffer zone or summary transmittal letter please summarize what actions were taken to comply with the requirement or provision. For example, if notice of completion was required and the new phase came on line, the applicant would indicate whether or not the notice was sent in. Also for example, if sludge depth was required to be tested at treatment ponds and sludge removed if necessary, indicate whether or not was this completed. Include dates of any correspondence sent into TCEQ as regarded the requirements or provisions.

d. Grit and grease treatment

1. Processing of grit and grease waste

If the wastewater treatment plant has a separate grit or grease waste processing facility that treats and discharges decant liquid waste to the plant that serves as a processing location for grit and grease wastes or accepts loads of grit and/or grease from transporters that are introduced directly to the headworks or wastewater treatment unit, answer yes and proceed to question 2 below.

Notes for grit and grease and septage: Anyone who plans to operate a municipal liquid waste transfer facility must obtain an authorization from the TCEQ. A municipal liquid waste transfer facility is a municipal solid waste (MSW) Type V processing facility that is used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste. Except for temporary storage, facilities that will receive 32,000 gallons per day or less must obtain a registration under Title 30 Texas Administrative Code (30 TAC), Chapter 330, Section (§)330.9(o) . Facilities that will receive more than 32,000 gallons per day must apply for a permit under §330.7.

A temporary storage facility that stores 8,000 gallons or less for a period of four days or less in containers must notify in accordance with 30 TAC §***330.11(e)(5)***. Such a facility is not required to follow the requirements of Chapter 330, ***Subchapter E***

An MSW processing facility that processes only grease trap waste, grit trap waste from commercial car washes, or septage or a combination of these wastes may do so under a registration according to Title 30 Texas Administrative Code (30 TAC), Chapter 330, Section (§) ***330.9(g)***, if the facility can attain a 10 percent recovery of material for beneficial use from the incoming waste, if the processing facility is located within the permit boundaries of a commission-permitted Type I landfill, or the processing facility is located at a manned public wastewater treatment facility permitted to discharge at least one million gallons per day. Facilities meeting any of these exemptions must obtain a registration by following the procedures in §§***330.57–330.73*** and meeting the operational criteria and design criteria established in Chapter 330, ***Subchapter E*** .

All other fixed liquid waste processing facilities must apply for a permit under 30 TAC §330.57

2. Grit and grease processing

Provide an overall description of how grit and/or grease waste is handled at the treatment plant; how and where it is introduced; the frequency and volume of each (grit and grease waste); where and how it is processed or separated; and where this occurs. Provide a flow diagram showing the path and treatment units involved from the introduction of the grit and grease through the final fate of the grit and the final fate of the decant and grease.

3. Grit disposal

Describe how the grit introduced at the plant is disposed of. The grit must be separated from the sludge the plant is producing. See 30 TAC Chapter 217.124-126 for the

requirements for grit removal system design requirements. See 30 TAC Chapter 217.123 and 30 TAC Chapter 330 for more information about grit disposal. See 30 TAC Chapter 217.245 for more information about excluding grit and grease from sludge treatment units.

4. Grease and decanted liquid disposal

Describe how the decant and grease are treated and disposed of after grit separation. See 30 TAC Chapter 330 for more information about the requirements for grease disposal.

e. Stormwater management

1. Applicability

Discharges of stormwater from a facility with a design flow of 1.0 MGD or greater or from a facility required to have an approved pretreatment program (under 40 CFR Part 403) are required to be permitted under the general TPDES permit TXR050000 (sometimes referred to as the Multi-Sector General Permit, or MSGP) or under the permittee's individual TPDES permit. This applies to stormwater discharges from the facility site including any discharges from dedicated lands for sewage sludge disposal located within the onsite property boundaries. For facilities that do not meet either of the above criteria, stop here.

2. MSGP coverage

Authorization for stormwater runoff for a facility with a design flow of 1.0 MGD or greater or from a facility that is required to have an approved pretreatment program (under 40 CFR Part 403) may be obtained by either applying for coverage under the MSGP or under the individual TPDES permit. Indicate if the stormwater runoff is permitted via the MSGP, TXR050000. If yes, provide the MSGP authorization number and stop here.

3. Conditional exclusion

If the facility is not permitted under the MSGP and you intend to apply for coverage under the MSGP, indicate yes and stop here. If you intend to apply for coverage, note that a Notice of Intent (NOI) for coverage, or a No Exposure Certification (NEC) for a conditional no exposure exclusion, would need to be submitted under the MSGP before this wastewater application is submitted to TCEQ. For more information please refer to http://www.tceq.texas.gov/permitting/stormwater/TXR05_steps.html. As indicated in Part V, Section T of the MSGP (TXR050000), facilities with a design flow of 1.0 MGD or greater or from facilities required to have an approved pretreatment program (under 40 CFR Part 403) are considered "Treatment Works," and are identified by industrial activity code TW. These activities are regulated under Sector T of the MSGP for stormwater discharges.

If you intend to apply for a conditional exclusion from the MSGP based on having no exposure of industrial activity to stormwater please note that there may be no exposure of industrial materials or activities to precipitation or runoff. To qualify for a no

exposure exclusion from permit requirements, the operator of the facility must provide certification that industrial activities and materials are isolated from stormwater by storm resistant shelters, and must be able to sign and certify on a no exposure certification (NEC) form that no regulated area of the facility would be exposed.

4. Existing coverage in individual permit

If stormwater discharge from the wastewater treatment site is currently permitted through the individual TPDES or TLAP permit that this application is for (not through the MSGP), please describe the current stormwater management practices and any management practices that are authorized in the existing wastewater permit (e.g., routing stormwater runoff to the headworks, separate effluent and stormwater outfalls, the stormwater management practices implemented through an approved stormwater pollution prevention plan (SWP3), etc.).

5. Zero stormwater discharge

If there is no discharge of stormwater from the wastewater treatment plant site and any dedicated lands for sewage sludge disposal located within the onsite property boundaries, please describe how zero discharge is accomplished here. For example, this includes disposing of stormwater via evaporation ponds or irrigation, but it does not include areas where there may still be a potential to discharge stormwater during severe storms. Reference any structures used to accomplish no discharge of stormwater such as stormwater/evaporation ponds and include a site map indicating the location of these structures.

6. Request for coverage in individual permit

If the applicant does not intend to obtain coverage for the discharge of stormwater from the plant site under the MSGP, then coverage will be provided through additional authorizations and requirements in the individual wastewater permit the applicant holds. This coverage will be needed for any outfall that discharges stormwater or comingled stormwater or for any applicant that intends to route stormwater back to the treatment plant headworks. Coverage through the individual permit will require the development and implementation of a stormwater prevention plan (SWPPP) and will be subject to additional monitoring and reporting requirements. The applicant should contact the TCEQ Stormwater & Pretreatment Team at (512) 239-4671 or by email at SWGP@tceq.texas.gov as early in the application process as possible in order to facilitate the submission of additional information. It is recommended for direct discharges of stormwater that an applicant obtain stormwater coverage under the MSGP rather than through the individual TPDES permit.

f. Other wastes received including sludge from other WWTP

1. Acceptance of sludge from other WWTP

Wastewater plants accepting sludge from other plants via the collection system or transported to the plant are required to notify the TCEQ Municipal Permits Team about this activity. Information should include when sludge waste acceptance started or is

anticipated to start, an estimate of how many gallons per month of sludge waste are being accepted or will be accepted, specify the location introduced into the collection system or at the plant, and an estimate of the BOD_5 concentration of the sludge waste. This information will be used to determine if influent BOD_5 monitoring will be added to the permit. Additional necessary information is the design BOD_5 concentration of the influent from the collection system. Finally, state if any information has changed since the last permitting action. Plants that accept sludge waste are responsible for meeting all of their permit effluent and sludge testing requirements.

2. Acceptance of septic waste

Wastewater plants accepting septic waste via the collection system or transported to the plant are required to let the TCEQ Municipal Permits Team know about this activity. Information should include when septic waste acceptance started or is anticipated to start, an estimate of how many gallons per day and month of septic waste are being accepted or will be accepted, specify the location introduced into the collection system or at the plant, and an estimate of the BOD_5 concentration of the septic waste. This information will be used to determine if influent BOD_5 monitoring will be added to the permit. Additional information needed is the design BOD_5 concentration of the influent from the collection system. Also state if any of the information has changed since the last permit action. Plants that accept septic waste are responsible for meeting all of their permit effluent and sludge testing requirements. **See instructions above for D1 for additional details and information about accepting septic waste.**

3. Acceptance of other wastes (not including septic, grease, grit, or RCRA, CERCLA or as discharged by IUs listed in Worksheet 6)

If the facility is accepting any wastes at the plant site (either for processing in treatment units or for any other type of waste handling) either via the collection system or transported to the plant, list all such wastes. Other wastes may include, but not be limited to, surface water treatment plant filter backwash and chemical toilets. Describe the nature and characteristics of the waste and specify the industries or other sources generating the waste. Specifically note if there are any toxic characteristics of the waste. Additionally state where transported waste is introduced into the plant and into the collection system; when waste acceptance or discharge into the collection system started or is anticipated to start, an estimate of the frequency and how many gallons per day and month of waste are being accepted or discharged or will be accepted or discharged, and state if any of the information has changed since the last permit action. Plants that accept other wastes are responsible for meeting all of their permit conditions such as notification, effluent and sludge testing requirements.

8. Pollutant Analysis of Treated Effluent

Provide an analysis of the effluent discharge for all the listed constituents considering the details noted below. Analyses are required **for all existing facilities** (including both discharge and land disposal of effluent).

- Facilities that dispose of effluent via land application are not required to submit analyses for dissolved oxygen (DO), total suspended solids (TSS), or alkalinity.
- Facilities that dispose of effluent via irrigation are required to submit analyses of electrical conductivity.
- Facilities that discharge directly into the Houston Ship Channel, Segment Nos. 1006 and 1007, and facilities that discharge into salt water are required to provide an analysis for Enterococci.
- Facilities that discharge into fresh water are required to provide an analysis for *E. coli* bacteria.
- Facilities that land-apply effluent must test for *E. coli* bacteria if the application is located in a fresh water watershed and Enterococci bacteria if the application is located in a salt water watershed.
- Facilities that discharge into 303(d) listed segments for bacteria or into segments with a TMDL for bacteria are subject to bacteria limits based on the water quality standards and applicable TMDLs and Implementation Plans for the segment.
- Water Treatment Facilities must complete Domestic Technical Report 1.0, Table 1.0(b).
- **Facilities with a design/permitted flow of 1.0 MGD or greater** are required to provide an analysis for oil and grease and alkalinity.

Include the maximum sample analysis if more than one sample is taken. Provide the number of samples analyzed, the type of sample, whether grab or composite, and the date and time the sample(s) were collected.

Analytical data provided in the application must be sampled within one year of the date the application is submitted to the TCEQ. All sampling and laboratory testing methods must be performed according to *30 TAC Chapter 319, General Regulations Incorporated into Permits*, and *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*. All testing must conform to EPA approved methodologies for sample collection, preservation, analysis, and detection levels. In addition, this data must comply with the QA/QC requirements of *40 CFR Part 136* and other appropriate QA/QC requirements for standard and suggested methods for analytes not addressed by *40 CFR Part 136*. Collect DO in the early morning, before 9:00 a.m. Sample chlorine residual at the same time as *E. coli* bacteria or Enterococci bacteria. If the sample for the other parameters is not obtained at the same time as the DO sample, provide the additional time of sampling. For pH, provide minimum and

maximum values. Provide copies of the laboratory results sheet(s). Laboratory QA/QC documentation and chain of custody forms are not required to be submitted with the application but may be requested on a case-by-case basis and are required to be kept a period of at least three years from the date the application is submitted.

9. Facility Operator

Provide the name, operator certification number, and class for the facility operator. If the operation of the facility is provided by an operations company, provide the name of the company and company's certificate number.

10. Sewage Sludge Management and Disposal

a. Sludge disposal method

Check all of the options that are currently used or will be used by the applicant to dispose of sewage sludge from this facility. **If sewage sludge is transported to another wastewater treatment facility or permitted sludge processing facility for further treatment**, provide a written statement or a copy of contractual agreements confirming that the identified wastewater treatment facility will accept the sludge. A statement from the sludge hauler agreeing to transport sludge to the facility is not sufficient to confirm that facility agrees to accept the sludge. If a statement or contract is not provided, authorization for disposal of sewage sludge will not be included in a permit.

b. Sludge disposal site

Provide detailed information for **each** disposal site. The information must include the name of the site, the site's permit or registration number, and the county in which each disposal site is located.

c. Sludge transportation method

Provide the method used to transport the sludge to the disposal site. The hauler's sludge transporter registration number must also be provided, if applicable. Check whether the sludge is hauled in liquid, semi-liquid, semi-solid, or solid form. If the sewage sludge is land applied, check whether it is used for land reclamation or soil conditioning.

11. Permit Authorization for Sewage Sludge Disposal

a. Beneficial use authorization

If the existing permit includes authorization for land application of sewage sludge for beneficial use and the applicant is requesting to continue this authorization, complete and submit the following application form: **Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)** with this permit application.

Adding a new authorization to the wastewater permit for beneficial land application of sewage sludge on property located adjacent to the wastewater treatment facility requires

a major amendment to the permit. The application requires a list of adjacent landowners, additional fees, and other technical information concerning the land application of sewage sludge for beneficial use. For questions on completing this form, please contact the TCEQ Municipal Permits Team at 512/239-4671.

b. Sludge processing authorization

If the existing permit includes authorization for the following sludge processing, storage or disposal options: 1) sludge composting, 2) marketing and distribution of sludge, 3) sludge surface disposal, 4) sludge monofill, or 5) temporary storage of sludge in sludge lagoons; and the applicant is requesting to continue this authorization, complete and submit the applicable portions of the following application form: **Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056).**

Adding a new authorization for these sludge disposal options to a permit requires a major amendment. Authorization for composting of sewage sludge requires a major amendment to the permit if the composting operation has the potential to cause a degradation of water quality or the addition of treatment units that will encroach upon the buffer zone. Prior to submitting an application, contact the Municipal Permits Team for a determination of whether a major amendment is required.

12. Sewage Sludge Solids Management Plan

If the facility discharges into the Lake Houston Watershed, provide a solids management plan. The Lake Houston Watershed is defined in *30 TAC §311.31* as the entire drainage area of Lake Houston, with the exception of that portion of the drainage basin of the West Fork of the San Jacinto River that lies upstream of the Lake Conroe Dam. The Lake Houston Watershed includes all permit applications for facilities that discharge to Segment Numbers 1002, 1003, 1004, 1008, 1009, 1010, 1011, and 1015. A sample solids management plan is provided as *Example 5* of these instructions.

If the facility accepts sludge from other domestic wastewater treatment facilities, provide a solids management plan that includes information concerning the treatment and disposal of the commingled sludge from the applicant's wastewater treatment facility and sludge from the other facility or plants. Indicate the permittee name, permit number, and the amount of sludge accepted from other plants and the treatment and disposal process for the commingled sludge.

The solids management plan should include the following:

- The dimensions (length x width x height) and capacities (gallons or cubic feet) of all sewage sludge handling and treatment units and processes.
- Calculations showing the amount of solids generated at design flow and at 75, 50, and 25% of design flow.
- Operating range for mixed liquor suspended solids in the treatment process based on the projected actual and design flow expected at the facility.
- A description of the procedure and method of solids removal from both the

wastewater and sludge treatment processes.

- Quantity of solids to be removed from the process and schedule for removal of solids designed to maintain an appropriate solids inventory.
- Identification and ownership of the ultimate disposal site and a system of documenting the amount of solids disposed of recorded by dry weight.
- If the treatment system uses facultative lagoons, provide calculations describing the design life of the sludge holding volume in the lagoons. Provide the location and depth of any monitoring wells located in the area of, and adjacent to, the facultative lagoons. Describe how the sludge will ultimately be disposed of upon reaching the design life of the facultative and other lagoons, if used.

13. Sewage Sludge Lagoons

a. Location information

1. The following are descriptions of the required maps and information on the maps. Indicate with check marks on the application form that the maps and associated information have been provided.

General Highway (County) Map (one original) showing the location of the sludge lagoons with a scale sufficient to show the distance from the disposal area to the property line in accordance with *30 TAC §312.63* and all areas within 1,000 feet of the site. Mark in red ink the applicant's property boundaries and the sludge lagoons location. (Copies may be submitted on 8.5x11-inch sheets). For County Highway Maps, you may call the Texas Department of Transportation Map Sales in Austin.

USDA Natural Resources Conservation Service (NRCS) Soil Map (one legible copy) with soil legend and necessary interpretative information. Contact the nearest NRCS office for map information. If county is not mapped, have a soil scientist identify the soils.

Federal Emergency Management Agency (FEMA) Map (one legible copy) showing the 100-year flood plain. These maps can be obtained by requesting a Flood Insurance Study (no charge) from the FEMA Flood Map Distribution Center at (800) 358-9616. The Flood Insurance Study will contain a booklet and the FEMA maps.

2. Check the appropriate spaces if the sludge lagoon(s) contains certain features, and a description of protective measures to be used to protect the sludge lagoon(s) from a 100-year frequency flood if a portion of the sludge lagoon(s) lies within the flood plain.

b. Temporary Storage Information

Digested sludge may be stored in a sludge lagoon(s) for a period not to exceed two years unless otherwise authorized by the executive director.

Digested sludge may be stored the in a sludge lagoon for a period not to exceed five years if the person who prepares the sludge demonstrates that the land where the

sewage sludge remains is not an active sludge unit or surface disposal site pursuant to *30 TAC §312.61(c).*

The demonstration must include the following information that must retained by the person who prepares the sewage sludge for the period that the sewage sludge remains on the land:

- an explanation of why sewage sludge needs to remain on the land for longer than two years prior to final use or disposal; and
- the date by which the sewage sludge will be used or disposed. This date must clearly indicate a storage period less than five years.

The final disposal of the sludge at the facility site is a violation of this permit. Sludge placed in sludge lagoon(s) is for temporary storage only. Sludge must ultimately be disposed of in accordance with the closure plan.

An analysis of the following pollutants in milligrams per kilogram (mg/kg) must be submitted with the application:

Arsenic	Lead	Selenium	Nitrate Nitrogen
Cadmium	Mercury	Zinc	Total Nitrogen
Chromium	Molybdenum	Total PCBs	Phosphorus
Copper	Nickel	Potassium	Ammonia Nitrogen
			pH, Standard Units

The latest sludge analysis (e.g., TCLP toxicity, priority pollutants) must be submitted with the application. Analytical procedures for sludge testing must be in accordance with *Standard Methods for the Examination of Water and Wastewater and American Society of Agronomy.* Additional descriptive information may be required.

c. Liner information

Describe the liner material and thickness for any proposed or existing sludge lagoons. What is the hydraulic conductivity of the liner. Lagoon liners must comply with the liner permeability requirements in 30 TAC §217.203.

d. Site development plan

Describe the methods used to deposit sludge in the sludge lagoon(s). This description should include site layout plan, site entrance roads from public access roads, rate of sludge deposition, average lift size, maximum lift, average trench or cell size, maximum cell or trench size, protection from floods, and other information necessary to depict how the surface disposal unit will be developed.

Indicate with check marks that the following information has been provided.

- A plan view and cross-section of the sludge lagoon(s)
- A copy of a closure plan that has been developed for the sludge lagoon(s)

- Size of the sludge lagoon(s) in surface acres and capacity in cubic feet and gallons.
- The method of controlling infiltration of ground water and run-on of surface water.
- Description of procedures used to prevent the occurrence of nuisance conditions

e. Groundwater monitoring

Additional descriptive information may be required. Monitoring wells may be required in the permit.

14. Authorizations/Compliance/Enforcement

a. Additional authorizations

Indicate if the applicant has additional authorizations that pertain to pollution control activities conducted at this facility (site), such as a *30 TAC Chapter 210* reuse authorization, a separate sludge processing or sludge land application permit, etc. If yes, provide the TCEQ authorization number and description of each authorization.

b. Permittee enforcement status

Indicate if the applicant is currently required to meet an implementation schedule for the construction, operation, or upgrading of the wastewater treatment facility. If yes, provide a background discussion of the implementation schedule and a progress report on satisfying the schedule. This requirement includes federal, state, or local authority permit conditions, administrative or enforcement orders, enforcement compliance agreements, stipulations, court orders, or grant and loan conditions.

15. RCRA/CERCLA Wastes

a. RCRA hazardous wastes

Answer yes if the facility receives, will receive, or has received in the past three years Resource Conservation Recovery Act (RCRA) hazardous wastes by truck, rail, or dedicated pipeline.

b. Remediation activity wastewater

Answer yes if the facility received, will receive, or has received in the past three years Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) wastewater, RCRA remediation/corrective action wastewater, and/or other remedial activity wastewater.

c. Details about wastes received

If yes to either items a. or b., a detailed attachment to the application must be provided. The attachment should include the origin of the waste(s), a description of the waste(s) including the hazardous waste number, quantity, concentration, any waste treatment(s) prior to the waste(s) being accepted at the treatment facility, frequency of acceptance at the treatment facility, and the method(s) of transportation to the treatment facility (e.g., pipeline, railcar, truck).

16. Laboratory Accreditation

Effective July 1, 2011, the TCEQ will begin assessing laboratories using the standards adopted in 2009 by the NELAP Institute (i.e., the 2009 TNI standards). This will include all requirements related to proficiency testing. All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification.* The applicant should review *30 TAC Chapter 25* for specific requirements.

If using a third party laboratory, it is the permittee's responsibility to verify the laboratory's accreditation status to the best of their ability. Signatures for this page shall follow the requirements of 30 TAC §305.44.

INSTRUCTIONS FOR DOMESTIC TECHNICAL REPORT 1.1

NEW AND AMENDMENT

The following items are required only for new permit applications and major amendment applications. The following items are not required for renewal applications and minor amendments.*

***Some of the following information may be needed for minor amendments on a case by case basis. If the minor amendment is to replace the existing treatment facilities with new facilities without an increase in flow please provide design calculations (see item 4 below).**

1. Permitted and/or Proposed Flows

a. Complete the following charts

Provide the design flow rate that is currently permitted (initial/existing for amendments) and/or design flow rates being requested for units that will be constructed **within the next five years**. For example, if a new permit is being sought and two phases are requested (0.1 and 0.2 MGD) fill in 0.1 in the initial/existing phase box and 0.2 in the final phase box. If the applicant is seeking to increase flow from 0.1 (currently permitted flow) to 0.2 MGD, fill out 0.1 in the initial/existing phase box and 0.2 in the final phase box. If construction of specific phases will not be started within this five-year time period, the phase may not be included in the proposed permit.

The applicant shall determine if the receiving water is listed on the State of Texas Clean Water Act §303(d) list. The current 303(d) list and other related information is available at http://www.tceq.texas.gov/waterquality/assessment. This list identifies waters in the state that do not meet, or are not expected to meet, applicable water quality standards. If the receiving water is listed on the 303(d) list, the TCEQ will carefully evaluate if the proposed new permit or proposed additional discharge (e.g., flow increase) will cause or contribute to a violation of water quality standards. Requirements found in *40 CFR §122.4(i)* prohibit issuance of a permit to a new source or a new discharger if the discharge will cause or contribute to a violation of water quality standards.

b. Justification of permit need

Provide ***justification*** for the proposed flows. The commission is charged with the responsibility of determining the need for a permit. Provide an anticipated construction start date and operation schedule for each phase being proposed. If construction is dependent upon housing/commercial development, provide information from the developer. Provide information such as the size of the development (number of lots), the date construction on the development is scheduled to begin, and the anticipated growth rate of the development (number of houses per month or year). Failure to provide sufficient justification for the continued need for the permit and/or each proposed phase may result in a recommendation for denial of the application or proposed phases. If additional space is needed, submit the justification information as an attachment.

Attach population estimates and/or projections used to derive the flow estimates and anticipated growth rates for developments. Provide the source and basis upon which population

figures were derived (census and/or other methodology). Also, provide population projections at the end of the design life of the treatment facility (usually 50+ years) and the source and basis upon which population figures were derived.

c. Regionalization of facilities

The TCEQ is required to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state.

1. Municipally incorporated areas

If the applicant is ***not*** a city, indicate if any portion of the proposed service area is located in an incorporated city. If yes, provide the name of the city and provide correspondence from the city concerning service for the proposed wastewater treatment facility (consent to provide service or denial to provide service from the city). If consent to provide service is available from the city, provide justification and a cost analysis of expenditures that shows the cost of connecting to the city versus the cost of the proposed facility or expansion.

2. Utility CCN areas

Indicate if any portion of the proposed service area is inside another utility's sewer Certificate of Convenience and Necessity (CCN) area. To obtain information concerning regional providers with sewer CCNs, contact the TCEQ Utilities and Districts Section at 512/239-4691 or by fax at 512/239-6972. If yes, provide justification and a cost analysis of expenditures that shows the cost of connecting to the CCN facilities versus the cost of the proposed facility or expansion.

3. Nearby wastewater treatment facilities or collection systems

If there are any permitted domestic wastewater treatment facilities or sanitary sewer collection systems located within a three-mile radius of the proposed wastewater treatment facility, provide a list of all of these facilities, including the permittee's name and wastewater permit number. Identify these facilities on an area map. To obtain a map with the location of domestic wastewater permits, contact the TCEQ Information Services staff at 512/239-DATA. Provide copies of your certified letters to these facilities and their response letters concerning providing wastewater service for the proposed service area. If any of these facilities agree to provide service, provide justification and a cost analysis of expenditures that shows the cost of connecting to these facilities versus the cost of the proposed facility or expansion.

2. Proposed Organic Loading

a. New permits

Answer the question yes or no whether the application is for a new permit. If yes, skip to item **c**. If no, answer item **b**.

b. Current organic loading

This item is only required for amendment applications. Provide the total average flow, the average organic strength of the influent, and the average loading in pounds per day at the treatment facility **for design purposes**.

The total average flow is the design flow of the facility.

The average influent strength is from actual influent measurements taken over the past 12 months and is representative of the influent to the treatment facility. If the influent strength will be impacted by the amendment, Table 1.1(4) in item **2c.** must be completed showing the source, flow, and strength of the new source(s). For example, if the permit is being revised to accept large flows from a meat processing facility, the increased flow will likely increase the BOD_5 strength received by the facility and impact the ability of the facility to consistently meet the permitted effluent limitations.

If the influent BOD_5 concentration is less than 200 mg/L and the proposed design calculations use an influent strength of less than 200 mg/L BOD_5, provide data for a minimum of 12 months that consistently show the actual BOD_5 concentration. The data should be based on 24-hour flow weighted composite samples taken a minimum of once per week for the duration of the study. Data must include the BOD_5 concentration, flow, and day and time samples were taken. The samples must be taken on different days of the week to be considered representative samples. A permit may require monitoring of the influent at regular intervals to verify that the influent strength has not increased. A permit may also contain an influent loading limitation if the design calculations use an influent strength of less than 200 mg/L BOD_5.

c. Proposed organic loading

This item is only required for (1) new applications or (2) if increased organic strength is expected, as noted above. Provide the sources of influent contributions, the total average flows, and organic strengths for each proposed phase **for design purposes**. Provide the total average flow, the average organic strength of the influent to the treatment plant, and the average loading in pounds per day at the treatment facility. The average BOD_5 concentration should be calculated on a flow-weighted average basis.

3. Proposed Effluent Quality and Proposed Disinfection

For each phase, provide the proposed effluent quality, based on a 30-day average, for the listed constituents. Indicate the type of disinfection for each phase. Indicate the type of dechlorination process for each phase, if applicable. As of this revision, dechlorination is generally required for facilities operating at a permitted flow of 1.0 MGD or greater. An 85% reduction in BOD5 and TSS, based on influent versus effluent quality, must be achieved to comply with the Clean Water Act.

4. Design Calculations

Provide detailed design calculations that show the ability of the treatment system to meet the proposed effluent quality for each phase, according to the requirements of *30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems.*

Describe the design features (auxiliary power, alarm systems, standby and duplicate units, holding tanks, stormwater clarifiers, etc.) and functional arrangements (flexibility of piping and of valves to control flow through the plant, reliability of power source, etc.) to prevent bypasses or overflows of untreated wastewater that might result from:

(A) excessive inflow or infiltration,

(B) power failure,

(C) equipment malfunction,

(D) facility unit maintenance and repair, or

(E) any other cause.

Each one of the above situations, (A) to (E), must be addressed. If the facility does not include a design feature or functional arrangement to address each one, include an explanation with the design calculations. An example of design criteria and features has been provided as Example 4.

5. Facility Site

a. 100-year floodplain

Provide the information concerning flood protection and wetlands. Treatment units must be protected from inundation from a 100-year frequency flood event. The data source should be verifiable (for example, the FEMA map panel number). If locating in a wetlands, contact the U.S. Army Corps of Engineers to obtain all necessary authorization, including a Federal Clean Water Act Chapter 404 Dredge and Fill permit.

b. Wind rose

Submit a wind rose that indicates the direction of the prevailing winds. Wind roses can be obtained by contacting the National Climatic Data Center at (828) 271-4800 or by visiting http://www.wcc.nrcs.usda.gov/climate/windrose.html.

6. Permit Authorization for Sewage Sludge Disposal

a. Beneficial use authorization

If the applicant is requesting authorization to land apply sewage sludge for beneficial use on property located adjacent to the wastewater treatment facility, the applicant shall complete and submit the following application form: *Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)* with this permit application. The application requires a list of adjacent landowners, additional fees, and other technical information concerning the land application of sewage sludge for beneficial use. For questions on completing this form, please contact the TCEQ Municipal Permits Team of the Wastewater Permitting Section at 512/239-4671.

b. Sludge processing authorization

If the applicant is requesting authorization for any of the following options in this permit: sludge composting, marketing and distribution of sludge, sludge surface disposal, or sludge monofill or for temporary storage of sludge in sludge lagoons, the applicant shall complete and submit the applicable portions of the following application form: *Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056).*

7. Sewage Sludge Solids Management Plan

If this application is for a new permit or for a major amendment to a permit, submit a sewage sludge solids management plan. The solids management plan should include the following:

a. The dimensions (length x width x height) and capacities (gallons or cubic feet) of all sewage sludge handling and treatment units and processes.

b. Calculations showing the amount of solids generated at design flow and at 75%, 50%, and 25% of design flow.

c. Operating range for mixed liquor suspended solids in the treatment process based on the design flow and the projected actual flow expected at the facility.

d. A description of the procedure and method of solids removal from both the wastewater and sludge treatment processes.

e. Quantity of solids to be removed from the process and schedule for removal of solids designed to maintain an appropriate solids inventory.

f. Identification and ownership of the ultimate disposal site and a system of documenting the amount of solids disposed of, recorded in dry weight.

g. If the treatment system uses facultative lagoons, provide calculations describing the design life of the sludge holding volume in the lagoons. Provide the location and depth of any monitoring wells located in the area of, and adjacent to, the facultative lagoons. Describe how the sludge will ultimately be disposed of when the design life of the facultative or other lagoons is reached. An example of a sewage sludge solids management plan has been provided as Example 5.

WORKSHEETS FOR THE DOMESTIC TECHNICAL REPORT

The following worksheets may be required to be completed and submitted with the permit application. The method of disposal, authorization being sought, and the permitted flow from the facility determine which worksheets must be submitted as part of the application.

Domestic Worksheet 2.0: Receiving Waters

If the application includes the discharge of treated effluent directly to surface waters in the state (e.g., to Doe Creek, or to an unnamed tributary), complete and submit this worksheet.

Domestic Worksheet 2.1: Stream Physical Characteristics

If the application is for a new permit or an amendment to add an outfall for a facility with a final phase of less than 1.0 MGD, or is a renewal or amendment for a permit with an existing or proposed phase of 1.0 MGD or greater, complete and submit this worksheet.

Domestic Worksheet 3.0: Land Disposal of Effluent

If the application includes the disposal of treated effluent via land disposal (irrigation, subsurface disposal, evaporation, etc.), complete and submit this worksheet.

Domestic Worksheet 3.1: Land Disposal of Effluent – New and Amendment

If the application is for a new permit or a major amendment, this worksheet must be submitted. For example, increasing an application rate or increasing the size of the irrigation site requires an amendment.

Domestic Worksheet 3.2: Subsurface Irrigation Systems (Not Drip)

If the land disposal method is a subsurface land application non-drip system (conventional drainfield, pressure dosing, mound system, etc), complete and submit this worksheet. **NOTE: All applicants authorized or proposing subsurface disposal MUST complete and submit Worksheet 7.0.**

Domestic Worksheet 3.3: Subsurface Area Drip Dispersal Systems

If the land disposal method is a subsurface area drip dispersal system as defined by 30 TAC Chapter 222, complete and submit this worksheet. Please submit one original and four copies of the application. NOTE: All applicants authorized or proposing subsurface disposal must complete and submit Worksheet 7.0.

Domestic Worksheet 4.0: Pollutant Analyses Requirements

If the application addresses any of the following, complete and submit this attachment:

- an existing facility with a design/permitted flow of 1.0 MGD or greater;
- a facility with multiple permit phases that includes a phase at a design flow of 1.0 MGD or

greater; or

- the applicant is a POTW that has or is required to have an approved pretreatment program, unless the facility is less than 1.0 MGD ***and*** the applicant has submitted certification to the Stormwater & Pretreatment Team that the facility does not have any significant industrial users. This certification requirement may be satisfied when submitting an accurate Worksheet 6.0 with the permit application.

Domestic Worksheet 5.0: Toxicity Testing Requirements

If the application addresses any of the following, complete and submit this attachment:

- facilities with a currently-operating design flow greater than or equal to 1.0 MGD;
- applicants with an approved pretreatment program (or those that are required to have one under 40 CFR Part 403); unless the facility is a minor (less than 1.0 MGD) ***and*** the applicant has submitted certification to the Stormwater & Pretreatment Team that the facility does not have SIUs: (this certification requirement may be satisfied when submitting an accurate Worksheet 6.0 with the permit application); **or**
- other facilities required by TCEQ to perform Whole Effluent Toxicity (WET) testing.

Outfalls where routine toxicity testing is being conducted as a requirement of the current permit do not need to retest or submit full test results. However the summary of submitted test information should be submitted.

Domestic Worksheet 6.0: Industrial Waste Contribution

If the applicant is a Publicly Owned Treatment Works (POTW) complete and submit this worksheet. Privately-owned facilities **do not** need to submit this worksheet with the technical report.

Domestic Worksheet 7.0: Class V Injection Well Inventory & Authorization

If the applicant is proposing new, amended or renewal of disposal of treated effluent via subsurface disposal, complete and submit this worksheet **to the address specified in the worksheet.**

INSTRUCTIONS FOR DOMESTIC WORKSHEET 2.0 - RECEIVING WATERS

All applicants submitting a renewal, amendment, or new application for TPDES permits, shall complete worksheet 2.0. Applications for a permit to dispose of all wastewater by land disposal are not required to complete this attachment.

All applicants shall submit USGS quadrangle maps showing the location of the facility and the discharge point(s) and the land treatment/land application site(s)/area(s), as appropriate. USGS quadrangle maps must be submitted that depict the discharge route for at least 3.0 miles from the discharge point or until a classified segment is reached as defined in *30 TAC Chapter 307, Appendix C, Texas Surface Water Quality Standards*, whichever is first. The map(s) submitted as part of the Administrative Report 1.0 can be used for this worksheet. The applicant should retain a copy of the information for reference in subsequent applications.

If the facility has or is proposing multiple discharge points (outfalls) and the outfalls do not enter the same receiving water, attach additional sheets for each outfall. The outfalls that flow into each receiving water should be listed.

1. Domestic Drinking Water Supply

Answer yes if a surface water intake for domestic drinking water supply is located within five miles downstream of the existing/proposed outfall(s). If yes, identify and label any surface water intake for domestic drinking water supply located within five miles downstream from the point/proposed discharge point. Accurately label the intake point for the drinking water supply on the USGS 7.5-minute topographic map.

2. Discharge into Tidally Affected Waters

Items **a.**, **b.**, and **c.** are yes/no questions. The information is specific to each discharge point. If discharging to tidally affected waters, indicate the width of the receiving water at the outfall. If oyster reefs and/or sea grasses are located in the vicinity of the discharge, provide the distance and direction from the outfall.

3. Classified Segments

Indicate if the discharge is directly into or within 300 feet of a classified segment as defined in *Appendix C* or a partially classified waterbody as defined in *Appendix D of the Texas Surface Water Quality Standards (30 TAC §307.10)*. The Water Quality Standards Team of the Water Quality Assessment Section can be contacted to determine if the receiving water is a classified segment.

If Yes, stop here. You do not need to complete Items 4 and 5. It is not necessary to complete Worksheet 2.1 - Stream Physical Characteristics Worksheet.

If No, and the discharge goes into a watercourse such as a creek, ditch, or series of tributaries prior to flowing into a classified segment, then complete Items 4 and 5.

4. Description of Receiving Waters

a. These items refer to the **immediate** receiving water (at the point the treated effluent is discharged). Check the item that best describes the first receiving water into which the discharge will flow after it leaves the outfall.

b. If a stream, man-made channel or ditch was checked in item **4.a**, answer item **4.b**. Existing dischargers check only one of the characteristics that best describes and characterizes the area **upstream** of the discharge point. For a new permit application, check only one of the characteristics that best describes and characterizes the area **downstream** of the proposed discharge. Check the method used to determine the characteristic for describing the area upstream or downstream.

c. List the names of all perennial streams that join the receiving water (discharge route) within three miles downstream of the existing or proposed discharge point.

d. Answer yes if the receiving water characteristics change within three miles downstream of the discharge point. If yes, provide a discussion of how the characteristics change.

e. Provide general observations of the water body during normal dry weather conditions.

5. General Characteristics of Water Body

a. **Check** one or more activities that influence the area upstream of the existing or proposed discharge point. These items refer to the **immediate** receiving water (e.g., a drainage ditch, a stream, a lake, a bay, etc.).

b. **Check** one or more uses of the waterbody, either observed or evidences of uses. If the waterbody has a use that is not listed, check "other" and describe the use in the space provided.

c. **Check** one of the descriptions provided to best describe the aesthetics of the receiving water and surrounding area.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 2.1 - STREAM PHYSICAL CHARACTERISTICS WORKSHEET

Domestic worksheet 2.1 is required for the following permit applications:

1. New permit;

2. Amendment or renewal applications for an existing or proposed phase to discharge 1.0 MGD or greater;

3. Request to add a new outfall.

Worksheet 2.1 is not applicable for renewal or amendment permit applications that authorize the discharge of less than 1.0 MGD unless the amendment requests to add a new outfall. If the discharge is to an intermittent stream, Worksheet 2.1 is not required.

Worksheet 2.1 applies only to perennial streams and intermittent streams with persistent (perennial) pools as identified in Worksheet 2.0, Item 4.b. If the discharge is directly to a classified segment as defined in Appendix C or to a partially classified water body as defined in *Appendix D of the Texas Surface Water Quality Standards (30 TAC §307.10)*, it is not necessary to complete Worksheet 2.1. If the information required in this section has been provided in a previous application, please resubmit the information.

Questions on conducting a stream assessment or completing this worksheet should be directed to the Water Quality Standards Team of the Water Quality Assessment Section.

1. Data Collection

Conduct the physical assessment downstream of the proposed or existing outfall.

Summarize the measurements in Item 2. The worksheet is divided into two portions. The upper portion of Item 1 is for general information, and general observations made over the entire reach. The lower boxed portions are for measurements and observations made at specific transect locations.

Transect measurements are usually made beginning at the discharge point (outfall) and continuing downstream. Once these are completed, general observations are made over the reach while returning to the discharge point.

Observe or measure stream widths with a minimum of four and a maximum of ten equally spaced locations over a 0.5 mile reach. The number of transects depends upon width variability. At each point where width measurements are made, also measure the water depth at 4-10 points across the transect. Include transects within each habitat type (pool, riffle, run, glide) that exist. If pools are present, include measurements across the deepest area. Show the location of the transects on the USGS map and the proposed discharge point.

Characterize each transect site as riffle, run, glide or pool. For a definition of each, see the Definitions section of the instructions.

2. Summarize Measurements

After finishing the transect measurements, complete the general observation portion of the

worksheet. Count the number of stream bends and determine their definition (well, moderate, poor - see Definitions section). Count the number of riffles and estimate the magnitude of flow fluctuations. Look for evidence of debris in bank trees or its position on stream banks (upper, middle, lower). Another indication of flow fluctuations is how well stream flow covers the channel. If water has receded from banks exposing bottom substrates, fluctuations may be severe. The best source of evidence is historical USGS stream flow records, if available. Indicate observed channel obstructions (fences, log jams, culverts, low water bridges, etc.) and channel modifications (channelized, cleared, leveed, concrete lined, rip-rapping, etc.).

At an appropriate location within the stream reach, measure stream flow. ***It is very important to identify the flow measurement method.***

INSTRUCTIONS FOR DOMESTIC WORKSHEET 3.0 - LAND APPLICATION OF EFFLUENT

Worksheet 3.0 is required if you are currently authorized or requesting new or amended authorization to use land application as a method of disposal for treated effluent. Example 9 is a water balance and storage calculation.

Complete Worksheets 3.1, 3.2, or 3.3 for new and major amendment permit applications requesting land disposal. For renewals and minor amendments these may be asked for on a case by case basis.

1. Type of Disposal System

Check the type of existing/proposed system used for land disposal of treated effluent. If the method used is not listed, check "Other" and describe in detail the existing or proposed disposal system. All applications proposing subsurface disposal **must** complete and submit Worksheet 7.0. Submit this worksheet separately to the address shown on the upper left corner of Worksheet 7.0.

2. Land Application Site

Fill in each box with the appropriate information. Provide the amount of effluent for irrigation/land disposal in gallons per day. Provide the number of acres for each crop to be irrigated. Describe the land use (golf course, landscape, pastureland, agricultural land, etc.) and the type of crops (Bermuda grass, alfalfa, cotton, native vegetation). If the crops irrigated are rotated, provide the number of acres for each crop and the growing seasons. Also indicate if the irrigation/land disposal site is/will have public access.

3. Storage and Evaporation Lagoons

Provide information on the storage and/or evaporation lagoons. Indicate the number and size of the storage/holding lagoons used to store treated effluent prior to irrigation/land application or the evaporation lagoons. Provide the surface area in acres and the storage capacity in acre-feet of each effluent storage/holding lagoon. (A minimum of 2.0 feet of freeboard is required for each lagoon). Describe the type of storage/holding lagoon liner (e.g., compacted clay, synthetic liner).

Provide documentation completed by a Texas licensed professional engineer that the liner meets the requirements of *30 TAC Chapters 217 and 309*.

4. Flood and Runon Protection

Answer yes if the existing/proposed disposal site is located within the 100-year frequency flood plain. List the source(s) used to determine the 100-year frequency flood plain. Describe how rainfall runon will be controlled so that extraneous water does not enter the land application site, and describe the tailwater control facilities and operations.

5. Annual Cropping Plan

Submit an annual cropping plan that includes but is not limited to the following items:

a. A soils map depicting the location of the crops proposed or currently being grown. These

locations should be identified by field and crop on the soils map.

b. All types of crops and acreage irrigated for each crop, including warm and cool season crops.

c. Growing seasons for each crop including months the field is left fallow (no crops).

d. Nutrient requirements for each crop.

e. Provide the minimum and maximum harvest height for the crop (e.g. mowing height of grasses).

f. Supplemental watering requirements for each crop.

g. Salt tolerances of each crop.

h. Describe the harvesting method and the proposed number of harvests for each crop.

i. Additional fertilizer requirements for each crop, proposed additional fertilizer applications for each crop, and methods of fertilizer application for each crop, based on annual soil sampling and analysis.

j. If the proposed crop is existing native vegetation that will not be harvested, include a justification that the non-removal of crops will not lead to a buildup in nutrients.

k. If the proposed system is drip irrigation with a proposal to use the existing forested vegetation as a crop, then provide a vegetation survey by a certified arborist describing at a minimum: (1) the number of mature ashe juniper (Juniperus ashei) and oaks (Quercus viginiana) trees per acre, (2) the number of other trees per acre, (3) percent of overstory canopy cover, (4) the extent of open spaces, and (5) areas with forbs and grasses expressed as percent of the land of each application site. A mature tree is one with a minimum height of 14 feet.

6 Well and Map Information

Indicate the exact boundaries of the land application operation on the original USGS topographic map (7.5-minute scale) of the area. Indicate on the original USGS topographic map (7.5-minute scale) all land that is to be a part of the disposal operation in addition to the following: on-site buildings; waste disposal or treatment facilities; effluent storage and tail water control facilities; buffer zones. Indicate on the original USGS topographic map all water wells located within a one-mile radius of disposal site or property boundaries. Provide a scale drawing to show details of the above items. Indicate on the original USGS topographic map all springs, seeps, sinkholes, faults, and surface waters in the state located on the site and within 500 feet of the property boundaries.

Fill in the information for all of the water wells onsite and located within a half-mile radius of the disposal site or property boundaries. Each well should be given a unique ID that can be cross referenced from the map to the table. Fill in the well use (private, public, livestock, etc); state whether the well is producing (yes or no); whether the well is open, cased, capped, or plugged; and the proposed best management practice for that well (meeting appropriate buffers, plugging, etc). Provide aspects of well construction such as casing, yield, static elevation, water quality, and age for each well. Submit copies of State Water Well Reports (drillers' logs, completion data), and data on depths to ground water for water supply wells, including a description of how the depths to ground water were obtained. Well reports may be obtained by contacting the Central Records Offices of TCEQ at (512)239-2900. Well reports are also online at the Texas Water Development Board website: http://wiid.twdb.state.tx.us.

Indicate whether groundwater monitoring wells or lysimeters are planned around the land application site. If yes, then a map identifying the proposed location of the monitoring wells or lysimeters should be submitted, along with the proposed depth of the wells or lysimeters, proposed sampling schedule, and proposed monitoring parameters.

7. Soil Map and Soil Analyses

a. Soil map

Accurately locate the area to be used for land application on a U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey Map. Updated soil information may be obtained from NRCS at http://websoilsurvey.sc.egov.usda.gov/. Include engineering properties (No. 200 sieve, liquid limit, plasticity), soil permeability for each texture class, and seasonal high water table. Soil evaluations will be provided with all the information required in *30 TAC §222.73*. See Instructions for Domestic Worksheet 3.3, Subsection 2, Required Plans. ***A soil map is only needed for renewals on a case by case basis.**

b. Soil analyses

Provide analyses of the soil in the land application site(s) for pH [2:1 (v/v) water/soil mixture]; electrical conductivity [2:1 (v/v) water/soil mixture]; sodium adsorption ratio (SAR) from a water saturated paste and its constituent parameters (water-soluble Na, Ca and Mg reported in mg/L); total Kjeldahl nitrogen (TKN); total nitrogen (organic-nitrogen + nitrate-nitrogen + ammonium-nitrogen); nitrate-nitrogen (from a 1 N KCl soil extract); potassium, phosphorous; calcium; magnesium; sulfur; and sodium. The nutrient parameters should be analyzed on a plant-available basis. Phosphorus shall be analyzed according to the Mehlich III procedure with inductively coupled plasma and potassium, calcium, magnesium, sodium, and sulfur may also be analyzed in the Mehlich III soil extract. Plant-available phosphorus, potassium, calcium, magnesium, sodium and sulfur shall be reported on a dry weight basis in mg/kg; electrical conductivity, in mmho/cm [same as deciSiemens/meter (dS/m)]; and pH, in standard units. When reporting the results, include all information concerning fertilizer recommendations. Provide a copy of this plan to the analytical laboratory prior to sample analysis.

Composite or benchmark sampling techniques should be used when sampling the soils of the wastewater application area. Individual soil types, as defined by the USDA Soil Conservation Service Soil Survey, should be sampled individually at zones 0-6, 6-18, and 18-30 inches. Each composite sample must represent no more than 80 acres with no less than 15 subsamples representing each composite sample. Each benchmark sample must represent no more than 80 acres with at least 7 subsamples for each benchmark composite sample. Subsamples must be composited by individual site, zone, and soil type for analysis and reporting.

Provide the information requested on the soil table, including the soil series name; total depth of the soil series; permeability of the soil series by depth; and available water capacity of the soil series by depth.

Note for renewal applications, the current annual soil analyses required by the permit is acceptable as long as the test date is less than one year prior to the submission of the application.

8. Effluent Monitoring Data

This item is required for all renewal and amendment applications. Provide the monitoring data for the previous 2 years (for a minimum of 24 months) for the parameters regulated in the current permit. Provide the 30-day average data if the permit includes a 30-day average limit. If the permit includes only a single grab limit, provide the maximum single grab value for the month. This information is not required for a new permit application unless the facility's permit expired and operation continued.

Provide the daily average flow (30-day average) in gallons per day for each month and the total number of acres irrigated. Explain any persistent excursions and discuss any corrective actions for the parameter(s) shown in item 5 and for pH, chlorine residual or other parameters regulated in the current permit.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 3.1 - SURFACE LAND DISPOSAL OF EFFLUENT

NEW AND MAJOR AMENDMENT*

Worksheet 3.1 is required if 1) you are currently authorized to use land application for disposal of effluent AND 2) this permit application is requesting changes from your existing permit conditions OR 3) you are seeking a new authorization for the land application for disposal of effluent by either a new permit application or an amendment application of an existing facility not currently authorized for land disposal of effluent.

***This worksheet may be requested for renewal and minor amendment applications on a case by case basis.**

1. Land Application Requirements

Complete the applicable section and provide water balance and storage calculations, as needed. An example of a water balance and storage calculation is provided as Example 9.

a. Irrigation

For the area under irrigation, provide the following: acres irrigated; design application frequency in hour per day and days per week; the average and maximum slope of the irrigation site; the design application rate in acre-feet/area/year; the design total nitrogen loading rate. Describe the application method and equipment, (e.g., row irrigation, spray irrigation using a center pivot sprinkler system). Estimate the irrigation efficiency.

Irrigation must be limited to prevent excessive nitrogen application. The annual liquid loading must not exceed that which would introduce more nitrogen than is annually required by the crop plus 20% volatilization. Values for crop nitrogen requirements must be justified in the design report. The application rate must be calculated by the formula $L = N/2.7C$, where L is the annual liquid loading in acre-feet, C is the effluent nitrogen concentration in mg/L, and N is the annual crop requirement of nitrogen plus 20% volatilization in pounds per acre per year. The nitrogen loading rate will not be the limiting factor for most land disposal permits.

Provide a separate engineering report of water balance and storage volume calculations according to *30 TAC §309.20, Subchapter C, Land Disposal of Sewage Effluent*. Provide a nitrogen balance for the crop system.

b. Evaporation ponds

For evaporation lagoons, provide a separate engineering report of evaporation calculations for average long term conditions and worse case conditions (i.e., high rainfall and low evaporation from the past 25 years of climatological data). The evaporation calculation consists of items 12 - 20 of the water balance and storage calculation. For column 13, provide the amount of effluent sent to the evaporation lagoon (normally the permitted flow converted to inches per month per acre of surface area of the evaporation lagoon(s)).

c. Evapotranspiration beds

Provide the requested information on the evapotranspiration beds. Describe any lining to protect groundwater. Provide a separate engineering report of water balance and storage volume calculations.

d. Overland flow

For overland flow, describe the method of application and design requirements according to *30 TAC § 217*

2. Edwards Aquifer Recharge Area

Indicate yes or no whether the waste disposal activities are subject to *30 TAC Chapter 213, Edwards Aquifer Rules*. If yes, provide a report that describes the surface geologic units present in the proposed land application site and identifies the location and extent of any significant recharge areas in the land application site. If a geologic assessment prepared in accordance with 30 TAC 213 is available, please include a copy of the report.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 3.2 - SUBSURFACE LAND DISPOSAL OF EFFLUENT

NEW AND MAJOR AMENDMENT*

Worksheet 3.2 is required if 1) you are currently authorized to use land application for disposal of effluent AND 2) this permit application is requesting changes from your existing permit conditions OR 3) you are seeking a new authorization for the land application for disposal of effluent by either a new permit application or an amendment application of an existing facility not currently authorized for land disposal of effluent.

*** This worksheet may be requested for renewal and minor amendment applications on a case by case basis.**

Note: This worksheet applies to any subsurface disposal system that does not meet the definition of a subsurface area drip dispersal system as defined in *30 TAC 222, Subsurface Area Drip Dispersal System*.

1. Subsurface Application

For subsurface soil absorption, check the type of system being used or proposed. New conventional drainfields, beds, or trenches must have a design flow of less than 5,000 gallons per day (GPD). Provide all the requested information that is specific to the type of system used or proposed. Include a separate engineering report as noted in *30 TAC §309.20, Subchapter C, Land Disposal of Sewage Effluent* excluding items b(3)(A), water balance and b(3)(B), storage calculations. On a case by case basis, you may be asked to provide the water balance and storage calculation.

Note: For all proposed and existing subsurface disposal systems, the Class V Injection Well Inventory/Authorization Form (Worksheet 7.0) must be submitted in accordance with *30 TAC Chapter 331*. See Instructions for Worksheet 7.0 for further guidance.

2. Edwards Aquifer Recharge Area

Indicate whether the subsurface system is located on the Edwards aquifer recharge zone as designated in *30 TAC Chapter 213, Edwards Aquifer Rules*. The official Edwards Aquifer boundaries can be viewed at http://www.tceq.texas.gov/field/eapp/viewer.html. Indicate whether the subsurface system is located on the Edwards aquifer transition zone as designated in *30 TAC Chapter 213, Edwards Aquifer Rules*. If the subsurface system is located on the Edwards aquifer recharge zone or the Edwards aquifer transition zone, then the system may be prohibited by *30 TAC §213.8*. Call the Wastewater Permitting Section at (512) 239-4671 to determine if the proposed activity is affected by this rule.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 3.3 - SUBSURFACE AREA DRIP DISPERSAL SYSTEMS

NEW AND MAJOR AMENDMENT*

Worksheet 3.3 is required if 1) you are currently authorized to use land application for disposal of effluent AND 2) this permit application is requesting changes from your existing permit conditions OR 3) you are seeking a new authorization for the land application for disposal of effluent by either a new permit application or an amendment application of an existing facility not currently authorized for land disposal of effluent.

*** This worksheet may be requested for renewal and minor amendment applications on a case by case basis.**

Note: This worksheet applies to any subsurface disposal system that meets the definition of a subsurface area drip dispersal system as defined in *30 TAC Chapter 222*, Subsurface Area Drip Dispersal System.

1. Subsurface Area Drip Dispersal System

Describe the subsurface area drip dispersal system that is being proposed or used at this facility to include at a minimum, remote control capability of the automated drip dispersal system, description of the filters prior to entering the dispersal system, distance between drip lines, distance between emitters in a drip line, rating of each emitter (G/hr), flushing capability of the dispersal system, placement of drip lines [surface or below ground level (depth)],

For the information regarding irrigation operations, provide the following: acres irrigated, soil infiltration rate, the average and maximum slope of the irrigation site, storage volume, major soil series, and depth to groundwater..

For the information regarding dosing information, provide the following: number of dosings or cycles per day, duration of each dosing, time elapsed between the end of one dosing and the beginning of the next dosing, and number of dispersal zones.

Note: For all proposed and existing subsurface disposal systems, the Class V Injection Well Inventory/Authorization Form (Worksheet 7.0) must be submitted in accordance with *30 TAC Chapter 331*. See Instructions for Worksheet 7.0 for further guidance.

2. Required Plans

For new facilities or facilities proposing to expand a subsurface area drip dispersal system, indicate that a Recharge Feature Plan is provided with all information required in *30 TAC §222.79*.

For new facilities or facilities proposing to expand a subsurface area drip dispersal system, indicate that a soil evaluation is provided with all information required in *30 TAC §222.73*. The soil evaluation must contain at a minimum, at least one profile hole per soil type and its description; total depth of the profile hole; primary rooting depth (depth where most plant roots are concentrated); secondary rooting depth (base of primary rooting depth to the depth where

plant roots are no longer discernible); description of each soil horizon to include description of its texture, structure, color, presence of mottling and percent coarse fragments; restrictive horizons; potential water bearing zones; and active water bearing zones. Soil evaluations are to be performed by a licensed Texas professional geoscientist or engineer qualified in the subject.

For new facilities or facilities proposing to expand a subsurface area drip dispersal system, indicate that a Site Preparation Plan is provided with all information required in *30 TAC § 222.75*. This plan must list the soil limitations of the affected area and how each limitation will not restrict the intended use of the affected area. This plan must include the following, if applicable: a site plan to minimize rainfall run-on and maximize rainfall runoff from the dispersal zones, design criteria to compensate for any restrictive horizon within the soil column, soil importation with descriptions of the chemical and physical characteristics of the proposed import material, and any planned removal of existing vegetation and large stones from the terrain surface to 12 inches below the proposed placement of the drip lines.

For new facilities or facilities proposing to expand a subsurface area drip dispersal system, indicate that soil sampling and testing results have been submitted with all information required in 30 TAC §222.157.

3. Floodway Designation

Indicate whether the subsurface area drip dispersal system is within a designated floodway. New or expanding subsurface area drip dispersal systems are not permitted in a designated floodway. Provide the source of data used to determine the floodway.

4. Surface Waters in the State

Indicate that a map is provided that shows the buffers required for surface waters in the state, water wells, and springs/seeps as required in *30 TAC §222.81*. The acreage of the buffers should be calculated and removed from the acreage calculated for the total land application acreage.

If a facility is existing, a variance may be requested from the surface waters in the state buffer distances provided that the variance is in accordance with *30 TAC §222.81*. Indicate whether a variance will be requested for the surface waters in the state and provide all information required in *30 TAC §222.81*.

5. Edwards Aquifer Recharge Area

Indicate whether the subsurface area drip dispersal system and/or wastewater treatment facility is located on the Edwards Aquifer recharge zone as designated in 30 TAC Chapter 213, Edwards Aquifer Rules. The official Edwards Aquifer boundaries can be viewed at

http://www.tceq.texas.gov/field/eapp/viewer.html.

Indicate whether the subsurface area drip dispersal system and/or wastewater treatment facility is located on the Edwards aquifer transition zone as designated in 30 TAC Chapter 213, Edwards Aquifer Rules. If the subsurface area drip dispersal system and/or wastewater treatment facility is located on the Edwards aquifer recharge zone or the Edwards aquifer transition zone, then the system may be prohibited by *30 TAC §213.8*. Call the Wastewater Permitting Section at (512) 239-4671 to determine if the proposed activity is affected by this rule.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 4.0 - POLLUTANT ANALYSES REQUIREMENTS

Existing facilities that **discharge directly into surface waters of the state** and that meet the following requirements, must provide pollutant analyses of the effluent discharge in this attachment:

1. Facilities with a design/permitted flow of 1.0 MGD or greater;
2. For facilities with multiple phases, facilities with an authorized or proposed phase at a design flow of 1.0 MGD or greater; or
3. Facilities where the applicant is a POTW that has or is required to have an approval pretreatment program; unless the facility is a minor (less than 1.0 MGD) AND the applicant has submitted certification to the Stormwater & Pretreatment Team that the facility does not have SIUs. This certification requirement may be satisfied when submitting an accurate Worksheet 6.0 with the permit application..
4. Facilities with less than a 1.0 MGD permitted phase that are designated major facilities.

Facilities that dispose of effluent via land application, without authorization to discharge into waters in the state, are not required to complete and submit this worksheet.

Table 4.0(1) and **Table 4.0(2)** should be completed with the pollutant analyses results by the applicant's authorized laboratory representative. All laboratory sheets for all tests shall be submitted with the application and signed by the applicant's authorized laboratory representative.

Analytical data provided in the application must be sampled within one year prior to the date the application is submitted to the TCEQ.

All sampling and laboratory testing methods should be performed according to *30 TAC Chapter 319, General Regulations Incorporated into Permits*. All testing must conform to EPA approved methodologies for sample collection, preservation, analysis, and detection levels. In addition, this data must comply with the QA/QC requirements of *40 CFR Part 136* and other appropriate QA/QC requirements for standard and suggested methods for analytes not addressed by *40 CFR Part 136*. Effective July 1, 2008, all laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*. The applicant should review *30 TAC Chapter 25* for specific requirements and general exemptions.

Test methods must be sensitive enough to detect the pollutants at the Minimum Analytical Level (MAL). These values are subject to change and you may wish to contact the Municipal Permits Team at (512) 239-4671 before requesting these tests. Failure to use tests capable of meeting the MAL may compromise the analyses and retesting may be required. See the following for MALs, suggested method of analyses and other information for pollutants listed in Worksheet 4.0.

Minimum Analytical Levels and Suggested Methods for Application Screening

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
Acenaphthene	83-32-9	10	625

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
Acenaphthylene	208-96-8	10	625
Acrolein	107-02-8	50	624
Acrylonitrile	107-13-1	50	624, 1624B
Aldrin	309-00-2	0.01	608
Aluminum, total	7429-90-5	2.5	200.8
Aniline	62-53-3	10	625
Anthracene	120-12-7	10	625
Antimony, total	7440-36-0	5	200.8
Arsenic, total	7440-38-2	0.5	200.8
Asbestos	1332-21-4	—	100.1 and 100.2
Barium, total	7440-39-3	3	200.8
Benzene	71-43-2	10	624
Benzidine	92-87-5	50	625
Benzo(*a*)anthracene	56-55-3	5	625
Benzo(*a*)pyrene	50-32-8	5	625
3,4-Benzofluoranthene [Benzo(*b*)fluoranthene]	205-99-2	10	625
Benzo(*g,h,i*)perylene	191-24-2	20	625
Benzo(*k*)fluoranthene	207-08-9	5	625
Beryllium, total	7440-41-7	0.5	200.8
Bis(2-chloroethoxy)methane	111-91-1	10	625
Bis(2-chloroethyl)ether	111-44-4	10	625
Bis(2-chloroisopropyl)ether	108-60-1	10	625
Bis(chloromethyl)ether	542-88-1	**	**
Bis(2-ethylhexyl)phthalate	117-81-7	10	625
Boron, total	7440-42-8	20	200.7
Bromodichloromethane [Dichlorobromomethane]	75-27-4	10	624
Bromoform	75-25-2	10	624
4-Bromophenyl phenyl ether	101-55-3	10	625
Butylbenzyl phthalate	85-68-7	10	625
Cadmium, total	7440-43-9	1	200.8
Carbaryl	63-25-2	5	632
Carbon tetrachloride	56-23-5	2	624
Chlordane	57-74-9	0.2	608
Chlorobenzene	108-90-7	10	624
Chlorodibromomethane	124-48-1	10	624
Chloroethane	75-00-3	50	624

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
2-Chloroethylvinyl ether	110-75-8	10	624
Chloroform [Trichloromethane]	67-66-3	10	624
p-Chloro-*m*-cresol	59-50-7	10	625
2-Chloronaphthalene	91-58-7	10	625
2-Chlorophenol	95-57-8	10	625
4-Chlorophenyl phenyl ether	7005-72-3	10	625
Chlorpyrifos	2921-88-2	0.05	1657
Chromium, total	7440-47-3	3	200.8
Chromium, hexavalent	18540-29-9	3	218.6, rev. 3.3
Chromium, trivalent	16065-83-1	***	***
Chrysene	218-01-9	5	625
Copper, total	7440-50-8	2	200.8
Cresols (all isomers)	1319-77-3	10	625
m-Cresol [3-Methylphenol]	108-39-4	10	625
o-Cresol [2-Methylphenol]	95-48-7	10	625
p-Cresol [4-Methylphenol]	106-44-5	10	625
Cyanide, total	57-12-5	10	335.4, 4500-CN D, or 4500-CN E
Cyanide, available	57-12-5	10	4500-CN G
		2	OIA-1677
4,4'-DDD	72-54-8	0.1	608
4,4'-DDE	72-55-9	0.1	608
4,4'-DDT	50-29-3	0.02	608
2,4-D	94-75-7	0.7	615 or SM6640B
Demeton	8065-48-3	0.20	1657
Diazinon	333-41-5	0.5	1657
		0.1	614
Dibenzo(*a*,*h*)anthracene	53-70-3	5	625
1,2-Dibromoethane	106-93-4	10	1624
m-Dichlorobenzene [1,3-Dichlorobenzene]	541-73-1	10	624
o-Dichlorobenzene [1,2-Dichlorobenzene]	95-50-1	10	624
p-Dichlorobenzene [1,4-Dichlorobenzene]	106-46-7	10	624
3,3'-Dichlorobenzidine	91-94-1	5	625
1,1-Dichloroethane	75-34-3	10	624
1,2-Dichloroethane	107-06-2	10	624
1,1-Dichloroethene [1,1-Dichloroethylene]	75-35-4	10	624
Dichloromethane [Methylene chloride]	75-09-2	20	624

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
2,4-Dichlorophenol	120-83-2	10	625
1,2-Dichloropropane	78-87-5	10	624
1,3-Dichloropropene [1,3-Dichloropropylene]	542-75-6	10	624
Dicofol [Kelthane]	115-32-2	1	ASTM D5812-96(02)
Dieldrin	60-57-1	0.02	608
Diethyl phthalate	84-66-2	10	625
2,4-Dimethylphenol	105-67-9	10	625
Dimethyl phthalate	131-11-3	10	625
Di-*n*-butyl phthalate	84-74-2	10	625
4,6-Dinitro-*o*-cresol	534-52-1	50	625
2,4-Dinitrophenol	51-28-5	50	625
2,4-Dinitrotoluene	121-14-2	10	625
2,6-Dinitrotoluene	606-20-2	10	625
Di-*n*-Octyl phthalate	117-84-0	10	625
Dioxins/Furans (TCDD Equivalents)			
2,3,7,8-TCDD	1746-01-6	10 ppq	1613B
1,2,3,7,8-PeCDD	40321-76-4	50 ppq	1613B
2,3,7,8-HxCDDs			
1,2,3,4,7,8-HxCDD	39227-28-6	50 ppq	1613B
1,2,3,6,7,8-HxCDD	57653-85-7	50 ppq	1613B
1,2,3,7,8,9-HxCDD	19408-74-3	50 ppq	1613B
1,2,3,4,6,7,8 HpCDD	35822-46-9	50 ppq	1613B
OCDD	3268-87-9	100 ppq	1613B
2,3,7,8-TCDF	51207-31-9	10 ppq	1613B
1,2,3,7,8-PeCDF	57117-41-6	50 ppq	1613B
2,3,4,7,8-PeCDF	57117-31-4	50 ppq	1613B
2,3,7,8-HxCDFs			
1,2,3,4,7,8-HxCDF	70648-26-9	50 ppq	1613B
1,2,3,6,7,8-HxCDF	57117-44-9	50 ppq	1613B
1,2,3,7,8,9-HxCDF	72918-21-9	50 ppq	1613B
2,3,4,6,7,8-HxCDF	60851-34-5	50 ppq	1613B
2,3,4,7,8-HpCDFs			
1,2,3,4,6,7,8-HpCDF	67562-39-4	50 ppq	1613B
1,2,3,4,7,8,9-HpCDF	55673-89-7	50 ppq	1613B
OCDF	39001-02-0	100 ppq	1613B
1,2-Diphenylhydrazine (as Azobenzene)	122-66-7	20	1625
Diuron	330-54-1	0.090	632
Endosulfan I (*alpha*)	959-98-8	0.01	608
Endosulfan II (*beta*)	33213-65-9	0.02	608

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
Endosulfan sulfate	1031-07-8	0.1	608
Endrin	72-20-8	0.02	608
Endrin aldehyde	7421-93-4	0.1	608
Ethylbenzene	100-41-4	10	624
Fluoranthene	206-44-0	10	625
Fluorene	86-73-7	10	625
Fluoride	16984-48-8	500	300.0, 300.1
Guthion [Azinphos methyl]	86-50-0	0.1	1657
Heptachlor	76-44-8	0.01	608
Heptachlor epoxide	1024-57-3	0.01	608
Hexachlorobenzene	118-74-1	5	625
Hexachlorobutadiene	87-68-3	10	625
Hexachlorocyclohexane (*alpha*)	319-84-6	0.05	608
Hexachlorocyclohexane (*beta*)	319-85-7	0.05	608
Hexachlorocyclohexane (*gamma*) [Lindane]	58-89-9	0.05	608
Hexachlorocyclohexane (*delta*)	319-86-8	0.05	608
Hexachlorocyclopentadiene	77-47-4	10	625 or 1625B
Hexachloroethane	67-72-1	20	625
Hexachlorophene	70-30-4	10	604.1
Indeno(1,2,3-*cd*)pyrene	193-39-5	5	625
Isophorone	78-59-1	10	625
Lead, total	7439-92-1	0.5	200.8
Magnesium, total	7439-95-4	20	200.7
Malathion	121-75-5	0.1	1657 or SM6630C
Mercury, total	7439-97-6	0.005	245.7, Rev. 2.0
		0.0005	1631E
Methoxychlor	72-43-5	2.0	617 or SM6630B and C
Methyl bromide [Bromomethane]	74-83-9	50	624
Methyl chloride [Chloromethane]	74-87-3	50	624
Methyl ethyl ketone	78-93-3	50	624
Mirex	2385-85-5	0.02	SM6630B and C
Naphthalene	91-20-3	10	625
Nickel, total	7440-02-0	2	200.8
Nitrate-nitrogen	14797-55-8	100	300.0, Rev. 2.1 300.1, Rev. 1.0
Nitrobenzene	98-95-3	10	625
2-Nitrophenol	88-75-5	20	625

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
4-Nitrophenol	100-02-7	50	625
N-Nitrosodiethylamine	55-18-5	20	625
N-Nitrosodimethylamine	62-75-9	50	625 or 1625B
N-Nitroso-di-*n*-butylamine	924-16-3	20	625
N-Nitrosodi-*n*-propylamine	621-64-7	20	625 or 1625B
N-Nitrosodiphenylamine	86-30-6	20	625 or 1625B
Nonylphenol	25154-52-3	333	1625
Parathion (ethyl)	56-38-2	0.1	1657 or SM6630C
Pentachlorobenzene	608-93-5	20	625
Pentachlorophenol	87-86-5	5	625
Phenanthrene	85-01-8	10	625
Phenol, total	108-95-2	10	625
Polychlorinated Biphenyls (PCBs)	1336-36-3		
PCB 77	32598-13-3	0.0005	1668B ††
PCB 81	70362-50-4	0.0005	1668B ††
PCB 126	57465-28-8	0.0005	1668B ††
PCB 169	32774-16-6	0.0005	1668B ††
PCB 1016	12674-11-2	0.2	608
PCB 1221	11104-28-2	0.2	608
PCB 1232	11141-16-5	0.2	608
PCB 1242	53469-21-9	0.2	608
PCB 1248	12672-29-6	0.2	608
PCB 1254	11097-69-1	0.2	608
PCB 1260	11096-82-5	0.2	608
Pyrene	129-00-0	10	625
Pyridine	110-86-1	20	625
Selenium, total	7782-49-2	5	200.8
Silver, total	7440-22-4	0.5	200.8
1,2,4,5-Tetrachlorobenzene	95-94-3	20	1625
1,1,2,2-Tetrachloroethane	79-34-5	10	624
Tetrachloroethene [Tetrachloroethylene]	127-18-4	10	624
Thallium, total	7440-28-0	0.5	200.8
Toluene	108-88-3	10	624
Toxaphene	8001-35-2	0.3	608
2,4,5-TP [Silvex]	93-72-1	0.3	SM6640B
1,2-Trans-Dichloroethylene [1,2-Trans-Dichloroethene]	156-60-5	10	624
Tributyltin	688-73-3	0.01	TCEQ 1001
1,2,4-Trichlorobenzene	120-82-1	10	625

POLLUTANT	CASRN*	MAL (µg/L)	Suggested Method
1,1,1-Trichloroethane	71-55-6	10	624
1,1,2-Trichloroethane	79-00-5	10	624
Trichloroethene [Trichloroethylene]	79-01-6	10	624
2,4,5-Trichlorophenol	95-95-4	50	1625
2,4,6-Trichlorophenol	88-06-2	10	625
TTHM (Total Trihalomethanes)			
Bromodichloromethane	75-27-4	10	624
Dibromochloromethane	124-48-1	10	624
Tribromomethane (Bromoform)	75-25-2	10	624
Trichloromethane (Chloroform)	67-66-3	10	624
Vinyl chloride	75-01-4	10	624
Zinc, total	7440-66-6	5.0	200.8

— MAL not yet developed.
* Chemical Abstracts Service Registry Number
** Hydrolyzes in water. No analysis required at this time.
*** Trivalent Chromium (Cr) determined by subtracting Hexavalent Cr from Total Cr.
† EPA procedure not approved. The TCEQ will not require applicants to analyze at this time.
†† Until Method 1668B or equivalent method to measure PCB congeners is approved in *40 CFR Part 136*, compliance with PCB criteria is determined using Arochlor data or any alternate method listed in a TCEQ-approved Quality Assurance Plan.

Report an average and a maximum value and indicate the number of samples analyzed if more than one analytical result is available. Grab samples must be used for pH, temperature, cyanide, total phenols, residual chlorine, oil and grease, fecal coliform, volatile organic compounds (VOC), *E. coli*, and Enterococci. For all other pollutants, 24-hour composite samples must be used. Include the date and time the sample(s) was collected. Indicate units if different from micrograms per liter (µg/1). Note that it is quite common for laboratories to report metal results in milligrams per liter. Provide a definition for any abbreviation or acronyms used in completing the analytical tables.

TABLE 4.0(1)

Provide the results of an analysis of the treated effluent for these pollutants included in the Texas Surface Water Quality Standards at *30 TAC §307.6*.

Tributyltin: Not all facilities are required to test for Tributyltin; testing will be required for domestic facilities that receive wastewater from the types of industrial/commercial operations listed as follows:

1. Manufacturers and formulators of tributyltin or related compounds, including, but not limited to SIC code 2879.
2. Painting of ships, boats and marine structures, including, but not limited to SIC code 1721.
3. Ship and boat building and repairing, including, but not limited to SIC codes 3731, 3732 and 3441.
4. Ship and boat cleaning, salvage, wrecking and scaling, including, but not limited to SIC codes 4499 and 7699.
5. Operation and maintenance of marine cargo handling facilities and marinas, including, but not limited to SIC codes 4491 and 4493.
6. Facilities engaged in wood preserving, including, but not limited to, SIC code 2491.
7. Any other industrial/commercial facility for which tributyltin is known to be present, or for which there is any reason to believe that tributyltin may be present in the effluent.

TABLE 4.0(2)F

Partial completion of Table 4.0(2)F (only those pollutants that are required by the conditions specified) is required for each outfall.

Under certain conditions, the applicant may be responsible for providing analyses of the effluent from its wastewater outfalls for Dioxin/Furan compounds. Please review the specified conditions and proceed as instructed. The applicant is required to report that 2,3,7,8 Tetrachlorodibenzo-P-Dioxin (TCDD) may be discharged if the applicant 1) knows or has reason to believe that TCDD or any congeners of TCDD will or may be present in the effluent

a. Review the following list of compounds and answer either "yes" or "no" whether any of these compounds are believed to be present in the WWTP's influent from an industrial contributor to the plant.

- 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) CAS #93-76-5

- 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) CAS #93-72-1
- 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) CAS #136-25-4
- 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnel) CAS #299-84-3
- 2,4,5-trichlorophenol (TCP) CAS #95-95-4
- Hexachlorophene (HCP) CAS #70-30-4

If **yes**, indicate with a check mark in the space provided which compound(s) apply and provide a brief description of the conditions of its presence at the facility.

Answer either "yes" or "no" as to whether you know or have any reason to believe that 2,3,7,8 Tetrachlorodibenzo-P-Dioxin (TCDD) or any congeners of TCDD may be present in your effluent.

If **yes,** provide a brief description of the conditions for its presence in the space provided.

If you responded **yes** to either item a **or** b, complete one analysis of a composite sample of each process wastewater outfall for Dioxin/Furan compounds. An additional sample of sludge from the wastewater treatment system must also be analyzed. The samples shall be analyzed and reported for congeners of chlorinated dibenzo-p-dioxins and dibenzofurans and also reported as toxicity equivalents (TEQ) based on the relative toxic equivalence factors provided in Interim Procedures for Estimating Risks Associated with Exposures to Mixtures of Chlorinated Dibenzo-p-Dioxins and Dibenzofurans (CDDs and CDFs) and 1989 Update, EPA/625/3-89/016, March 1989. Provide the data from the results in **Worksheet 4.0 Table 2(F)**.

Table 2(F) is provided to report the concentrations and the equivalents of the congeners in units of parts per quadrillion (ppq) for wastewater and parts per trillion (ppt) for sludges. The analyses should be made using EPA method 1613 or an equivalent method if approved by the TCEQ. An example of a completed Table 12 for wastewater is shown below:

Example of Dioxin/Furan Analysis

Compound	Equivalent Factors	Concentration (ppq)	Equivalent (ppq)
2,3,7,8-TCDD	1	13	13
1,2,3,7,8-PeCDD	0.5	22	11

Compound	Equivalent Factors	Concentration (ppq)	Equivalent (ppq)
2,3,7,8-HxCDDs	0.1	17	1.7
1,2,3,4,6,7,8 HpCDD	0.01	110	1.1
2,3,7,8-TCDF	0.1	20	2.0
1,2,3,7,8-PeCDF	0.05	100	5.0
2,3,4,7,8-PeCDF	0.5	120	60
2,3,7,8-HxCDFs	0.1	100	10
2,3,4,7,8 HpCDFs	0.01	150	1.5
OCDD	0.0003	100	0.03
OCDF	0.0003	120	0.036
PCB 77	0.0001	100	0.01
PCB 81	0.0003	150	0.045
PCB 126	0.1	20	2.0
PCB 169	0.03	150	4.5
Total			111.921

Test methods used must be sensitive enough to quantify the constituents at the minimum analytical level (MAL) specified.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 5.0 – WHOLE EFFLUENT TOXICITY (WET) TESTING REQUIREMENTS

If the application includes the following, complete and submit this attachment:

1. Currently-operating design flow greater than or equal to 1.0 MGD;
2. EPA-approved pretreatment program (or those that are required to have one under *40 CFR Part 403*); unless the facility is a minor (less than 1.0 MGD) **AND** the applicant has submitted certification to the Stormwater & Pretreatment Team that the facility does not have SIUs (this certification requirement may be satisfied when submitting an accurate Worksheet 6.0 with the permit application); **or**
3. Other facilities required by the TCEQ to perform Whole Effluent Toxicity testing.

Outfalls where routine toxicity testing is being conducted as a requirement of the current permit do not need to retest or submit full test results.

If the information requested in this section has been previously submitted to the TCEQ, the information need not be resubmitted via Parts 1 and 2 of Worksheet 5.0. Instead, the applicant shall follow the instructions in Part 4 of Worksheet 5.0 and provide a table summarizing the previously performed testing.

At a minimum, these results must include quarterly testing for a 12-month period within the past year or annual testing over the previous 4.5 years prior to submission of the application. A minimum of two species, as specified by the permit (where applicable), must be used. Therefore, the applicant shall submit a minimum of the results of eight tests. These results will be used to determine reasonable potential for the facility's effluent to affect toxicity of the receiving waters at the discharge location.

If the application is for a new discharge or for a permit that does not currently specify WET testing and still meets one of the three criteria listed above, the applicant may contact the Water Quality Standards Team of the Water Quality Division to obtain the appropriate information (e.g., freshwater versus saltwater, acute versus chronic) to perform the application WET testing. If the applicant prefers not to obtain the site-specific information, quarterly testing using chronic test species and a dilution series of 6%, 13%, 25%, 50%, and 100% may be performed instead.

All testing must be in accordance with *40 CFR Part 136* methods (including QA/QC requirements), TPDES permit requirements (where applicable), and other appropriate QA/QC requirements in Standard Methods for analytes not addressed by *40 CFR Part 136*.

In addition, the applicant shall submit the results of any other WET tests from the past 4.5 years. If any of those tests demonstrated toxicity, provide any information on the cause or any results of a Toxicity Reduction Evaluation (TRE), if one was conducted.

Test summaries (full reports) that provide all of the information requested in Parts 3 of Worksheet 5.0 may be submitted in place of parts 3 of Worksheet 5.0.

If no WET testing is required, do not complete Worksheet 5.0.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 6.0 – INDUSTRIAL WASTE CONTRIBUTION

All publicly owned treatment works (POTWs) shall provide the industrial waste contribution information in Worksheet 6.0. Privately-owned facilities are **not** required to complete and submit this worksheet.

1. All POTWs

a. Industrial users (IUs)

Provide the number of each of the listed types of industrial users that discharge to your POTW (CIUs, SIUs - non-categorical, and Other IUs). The definition of each type of industrial user can be found in the Definitions section of the instructions. Provide the total flow (include process, non-process, and sanitary from each type of industrial user.. If there are no IUs, enter "None" or "0" in the 2nd column. Do not leave any blanks in the 2nd column or the worksheet will be returned.

b. Treatment plant interference

Answer yes if the POTW has experienced treatment facility interference in the past three years. The definition of interference can be found in the Definitions section of the instructions. If the POTW has experienced interference, provide all dates, duration, description of the interference, probable cause(s), and possible source(s) in the space provided. Submit a separate attachment, if necessary.

c. Pass through

Answer yes if the POTW has experienced treatment facility pass through in the past three years. The definition of pass through can be found in the Definitions section of the instructions. If the POTW has experienced pass through, provide all dates, description of pollutants passing through the treatment facility, probable cause(s), and possible source(s) in the space provided. Submit a separate attachment if necessary.

d. Pretreatment program

Answer yes if the POTW has an approved pretreatment program or is developing an approved pretreatment program. If yes, answer all applicable questions in item 2, but skip item 3 questions. **If no to either question in this section**, skip item 2 and answer all questions in item 3 for each significant industrial user and categorical industrial user.

2. POTWs with Approved Programs or Those Required to Develop a Program

a. Substantial modifications

Answer yes if there have been any substantial modifications to the approved pretreatment program that have not been approved by the executive director. If yes, identify on a separate attachment all substantial modifications that have not been submitted to the TCEQ.

b. Non-substantial modifications

Answer yes if there have been any non-substantial modifications to the approved pretreatment program that have not been approved by the executive director. If yes, identify on a separate attachment all non-substantial modifications that have not been submitted to the TCEQ.

c. Parameters above MAL

List parameters measured above the MAL in your facility's effluent during the past three years' annual monitoring events. If retests were done following the annual testing for any parameters identified in your effluent above the MAL, identify all retest parameters, concentrations, MALs, and dates. Attach additional sheets as necessary.

d. Industrial user interruptions

Answer yes if an SIU has caused or contributed to any problems. Provide information concerning problems the treatment works have experienced that are attributable to discharges from SIUs. Problems may include Acts of God, interferences or pass through at the facility, corrosion in the collection system, or similar events.

3. Significant Industrial User information

POTWs that do not have an approved pretreatment program are required to provide the information in Item No. 3. (POTWs that have an approved pretreatment program do not need to complete item 3 unless this is a new wastewater treatment facility or SIUs are discharging to an existing facility where none discharged previously.)

a. General information

Provide the name, address and other information for each SIU discharging to your POTW, as required by *40 CFR Part 403* (Submit additional pages as necessary).

b. Process information

Describe the process(es) at the SIU that affect or contribute to the SIU's discharge. For example, in describing a metal finishing operation, include such information as how the product is cleaned prior to finishing, what types of plating baths are in operation (e.g., nickel, chromium), how paint is applied, and how the product is polished. Attach

additional sheets if necessary.

c. Product and services information

List principal product(s) that the SIU generates, the raw materials, and the rate at which those raw materials are used to manufacture the product(s).

d. Flow rate information

Process wastewater means any water that, during manufacturing or processing, comes in direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. Indicate the average daily volume, in gallons per day, of process wastewater and non-process wastewater that the SIU discharges into the collection system. Specify whether discharges are continuous or batch (non-continuous).

e. Pretreatment standards

Indicate whether the SIU is subject to Technically Based Local Limits (TBLLs) and/or categorical pretreatment standards. TBLLs are enforceable local requirements developed by treatment works to address federal standards as well as state and local regulations and requirements. Categorical pretreatment standards are national technology-based standards developed by EPA, setting industry-specific effluent limits. These standards are implemented by *40 CFR Parts 405-471*.

f. Industrial user interruptions

Provide information concerning problems the treatment works has experienced that are attributable to discharges from the SIUs. Problems may include Acts of God, interferences or pass through at the facility, corrosion in the collection system, or other similar events.

INSTRUCTIONS FOR DOMESTIC WORKSHEET 7.0 - CLASS V INJECTION WELL INVENTORY/AUTHORIZATION FORM

Worksheet 7.0 must be completed by amendment, new and renewal applications that inject treated effluent via subsurface systems. Existing facilities with a registration number need only supply that number and the date of authorization in Section 1 of Worksheet 7.0 in lieu of completing the full worksheet.

Facilities associated with large capacity septic systems (LCSS) (design of 5,000 gpd or greater), septic systems that accept industrial waste, and subsurface area drip dispersal systems (SADD) are required to obtain a wastewater discharge permit **and** submit the Class V inventory form. Subsurface systems include, but are not limited to drainfields, beds, trenches, pressure dosing, mound system, subsurface, or drip/trickle irrigation. For questions regarding whether the method of disposal is subsurface, contact the TCEQ Underground Injection Control (UIC) Team of the Industrial and Hazardous Waste Section at 512/239-2334. With the exception of LCSS, SADD, and septic systems that accept industrial waste, all other facilities using subsurface injection must obtain approval prior to construction, operation, or conversion.

For assistance in completing Worksheet 7.0, please contact the TCEQ Underground Injection Control Team at (512) 239-2334. Please complete and return Worksheet 7.0 separately to the following address:

TCEQ
Industrial and Hazardous Wastes Permits Section (MC 130)
PO Box 13087
Austin, Texas 78711-3087

Instructions for TCEQ Class V injection well inventory/authorization form

Submit an original and one copy of the inventory /authorization form to the TCEQ Industrial and Hazardous Wastes Permits Section, MC-130, PO Box 13087, Austin, Texas 78711-3087.

As stated in *30 Texas Administrative Code §331.21, ""All geoscientific information submitted to the agency under this chapter shall be prepared by, or under the supervision of, a licensed professional geoscientist or a licensed professional engineer and shall be signed, sealed, and dated by the licensed professional geoscientist or licensed professional engineer in accordance with the Texas Geoscience Practice Act and the Texas Engineering Practice Act.""* Any application submitted shall be signed, sealed and dated on the cover letter. In addition to the inventory/authorization form, the TCEQ requires that a Core Data Form (Form 10400) be submitted on all incoming applications. For more information regarding the Core Data Form, call (512) 239-5175 or go to the TCEQ website at:

http://www.tceq.texas.gov/permitting/central_registry/guidance.html

If you are applying for two or more Class V injection wells that are of similar construction at the same facility you may use one form. If you are applying for Class V injection wells of different construction or at different facilities then use one form per construction type and/or facility.

Complete Section I for all notifications and Sections II through V as appropriate.

The purpose of this form is to serve as the means for the Class V injection well owner or operator to provide notice to the UIC Program of intent to construct, operate, and/or convert a well in accordance with the inventory and approval requirements of *30 Texas Administrative Code §331.10*. No Class V injection well may be constructed, operated, and/or converted without prior approval from the executive director.

EXAMPLE 1 – Wastewater Treatment Processes or Process Modifications

Conventional plug flow activated sludge - Settled wastewater and recycled activated sludge enter the head end of the aeration tank and are mixed by diffused air or mechanical aeration. Air application is generally uniform throughout tank length. During the aeration period, adsorption, flocculation, and oxidation of organic matter occur. Activated-sludge solids are separated in a secondary settling tank.

Complete-mix activated sludge - Process is an application of the flow regime of a continuous-flow stirred-tank reactor. Settled wastewater and recycled activated sludge are introduced typically at several points in the aeration tank. The organic load on the aeration tank and the oxygen demand are uniform throughout the tank length.

Denitrification - Denitrification is the process of converting nitrate nitrogen into nitrogen gas, usually accomplished in the effluent from an activated sludge nitrification process.

Tapered aeration activated sludge - Tapered aeration is a modification of the conventional plug-flow process. Varying aeration rates are applied over the tank length depending on the oxygen demand. Greater amounts of air are supplied to the head of the aeration tank, and the amounts diminish as the mixed liquor approaches the effluent end. Tapered aeration is usually achieved by using different spacing of the air diffusers over the tank length.

Step-feed activated sludge - Step feed is a modification of the conventional plug-flow process in which the settled wastewater is introduced at several points in the aeration tank to equalize the F/M ratio, thus lowering peak oxygen demand. Generally three or more parallel channels are used. Flexibility of operation is one of the important features of this process.

Modified aeration activated sludge - Modified aeration is similar to the conventional plug-flow process except that shorter aeration times and higher F/M ratios are used. BOD removal efficiency is lower than other activated sludge processes.

Contact stabilization activated sludge - Contact stabilization uses two separate tanks or compartments for the treatment of wastewater and stabilization of activated sludge. Stabilized activated sludge is mixed with influent wastewater in a contact tank. Return sludge is aerated separately in a reaeration tank to stabilize the organic matter.

Extended aeration activated sludge- Extended aeration process is similar to the conventional plug flow process except that it operates in the endogenous respiration phase of the growth curve, which requires a low organic loading and long aeration time. This process is used extensively for prefabricated package facilities for small communities and in oxidation ditch (continuous loop reactor) facilities.

High-rate aeration activated sludge- High-rate aeration is a process modification in which high MLSS concentrations are combined with high volumetric loadings. This combination allows high F/M ratios and long mean cell-residence times with relatively short hydraulic detention times. Adequate mixing is very important.

Kraus process - Kraus process is a variation of the step aeration process used to treat wastewater with low nitrogen levels. Digester supernatant is added as a nutrient source to a portion of the return sludge in a separate aeration tank designed to nitrify. The resulting mixed liquor is then added to the main plug-flow aeration system.

High-purity oxygen - High-purity oxygen is used instead of air in the activated-sludge process. Oxygen is diffused into covered aeration tanks and is recirculated. A portion of the gas is wasted to reduce the concentration of carbon dioxide. pH adjustment may also be required. The amount of oxygen added is about four times greater than the amount that can be added by conventional aeration systems.

Membrane Bioreactor Systems - Membrane bioreactors combine suspended growth activated sludge treatment with membrane filtration systems, typically in a common basin. High levels of treatment can be achieved without the need for final clarification and effluent filtration.

Nitrification - Nitrification is the biological oxidation of ammonia into nitrites and then nitrates by microorganisms in the activated sludge treatment process.

Nutrient Removal - Nutrient removal generally refers to the removal of nitrogen and/or phos-phorus from wastewater. Biological processes, membrane filtration, sand filtration, or a combi-nation of these processes may be used for nutrient removal.

Oxidation ditch - The oxidation ditch consists of a ring or oval shaped continuous loop activated sludge reactor and is equipped with mechanical aeration devices. Screened wastewater enters the ditch, is aerated, and circulates at a velocity of 0.8 to 1.2 ft/s (0.24 to 0.37 m/s). Oxidation ditches typically operate in the extended aeration mode with long detention and solids retention times.

Sequencing batch reactor - A fill and draw activated sludge treatment system that is identical to conventional activated sludge systems, except that the processes are carried out sequentially in the same tank. An SBR system has the following five steps that are carried out in sequence: fill, react, settle, draw, and idle. Mixed liquor remains in the reactor during all cycles, thereby eliminating the need for separate secondary sedimentation tanks and return activated sludge pumps.

EXAMPLE 2 – Treatment Units

LIQUID TREATMENT PROCESSES

Primary Treatment

01 Pumping raw wastewater
02 Preliminary treatment – bar screen
03 Preliminary treatment – grit re-moval
04 Preliminary treatment - commi-nutors
05 Preliminary treatment - others
B1 Imhoff tank
06 Scum removal
07 Flow equalization basins
08 Preaeration
09 Primary sedimentation
D2 Septic tank
A5 Facultative lagoon

Secondary Treatment

10Trickling filter – rock media
11 Trickling filter – plastic media
12 Trickling filter – redwood slats
13 Trickling filter – other media
14 Activate sludge – conventional
15 Activate sludge – complete mix
16 Activate sludge – contact stabilization
17 Activated sludge – extended aeration
18 Pure oxygen activate sludge
19 Bio-Disc (rotating biological filter)
20 Oxidation ditch
21 Clarification using tube settlers
22 Secondary clarification
B6 Constructed wetlands
E5 Natural treatment
E6 Overland flow

Advanced Treatment - Biological

23 Biological nitrification – separate stage
24 Biological nitrification - combined
25 Biological denitrification
26 Post aeration (reaeration)

Advanced Treatment – Physical/Chemical

27 Microstrainers – primary
28 Microstrainers – secondary
D1 Dunbar Beds
29 Sand filters
30 Mix media filters (sand and coal)
31 Other filtrations
B2 Bubble diffuser (compressor)
32 Activated carbon – granular
B3 Mechanical surface aerator
33 Activated carbon-powered
34 Two stage lime treatment of raw wastewater
35 Two stage tertiary lime treatment
36 Single stage lime treatment of raw wastewater
37 Single state tertiary lime treatment
38 Recarbonation
39 Neutralization
40 Alum addition to primary
41 Alum addition to secondary
42 Alum addition to separate state tertiary
43 Ferri-chloride addition to primary
44 Ferri-chloride addition to secondary
45 Ferri-chloride addition to separate stage tertiary
46 Other chemical additions
47 Ion exchange
48 Breakpoint chlorination
49 Ammonia stripping
50 Dechlorination

Disinfection

51 Chlorination for disinfection
52 Ozonation for disinfection
53 Other disinfection
D3 Ultra violet light

Land Treatment

54 Land treatment of primary effluent
55 Land treatment of secondary effluent
56 Land treatment of intermediate effluent (less than secondary)

Other Treatment

57 Stabilization lagoons
58 Aerated lagoons
59 Outfall pumping
60 Outfall diffuser
61 Effluent to other plants
62 Effluent outfall
63 Other treatment
64 Evapo-transpiration beds
64 Recalcination

Disposal Method

A7 Irrigation – public access
A8 Irrigation – agricultural
B4 Evapo-transpiration beds
B6 Constructed wetlands
C1 Irrigation – pastureland
D4 Pressure dosing system
D5 Percolation system
D8 Other reuse method
E1 Evaporation/plays
E2 Discharge only
E3 Discharge and (use other #)
E4 Injection well(s)

SLUDGE TREATMENT PROCESSES

65 Aerobic digestion – air
66 Aerobic digestion – oxygen
67 Composting
68 Anaerobic digestion
69 Sludge lagoons
70 Heat treatment – dryer
71 Chlorine oxidation of sludge
72 Lime stabilization
73 Wet air oxidation
74 Dewatering – sludge drying beds, sand
F2 Dewatering – sludge drying bed vacuum assted
75 Dewatering – mechanical-vacuum filter
76 Dewatering – mechanical – centrifuge
77 Dewatering – mechanical – filter press
78 Dewatering – others
79 Gravity thickening
80 Air flotation thickening
D6 Sludge holding tank

Incineration

81 Incineration – multiple hearth
82 Incineration – fluidized beds
83 Incineration – rotary kiln
84 Incineration –others
85 Pyrolysis
86 Co-incineration with solid waste
87 Co-pyrolysis with solid waste
88 Co-incineration - others

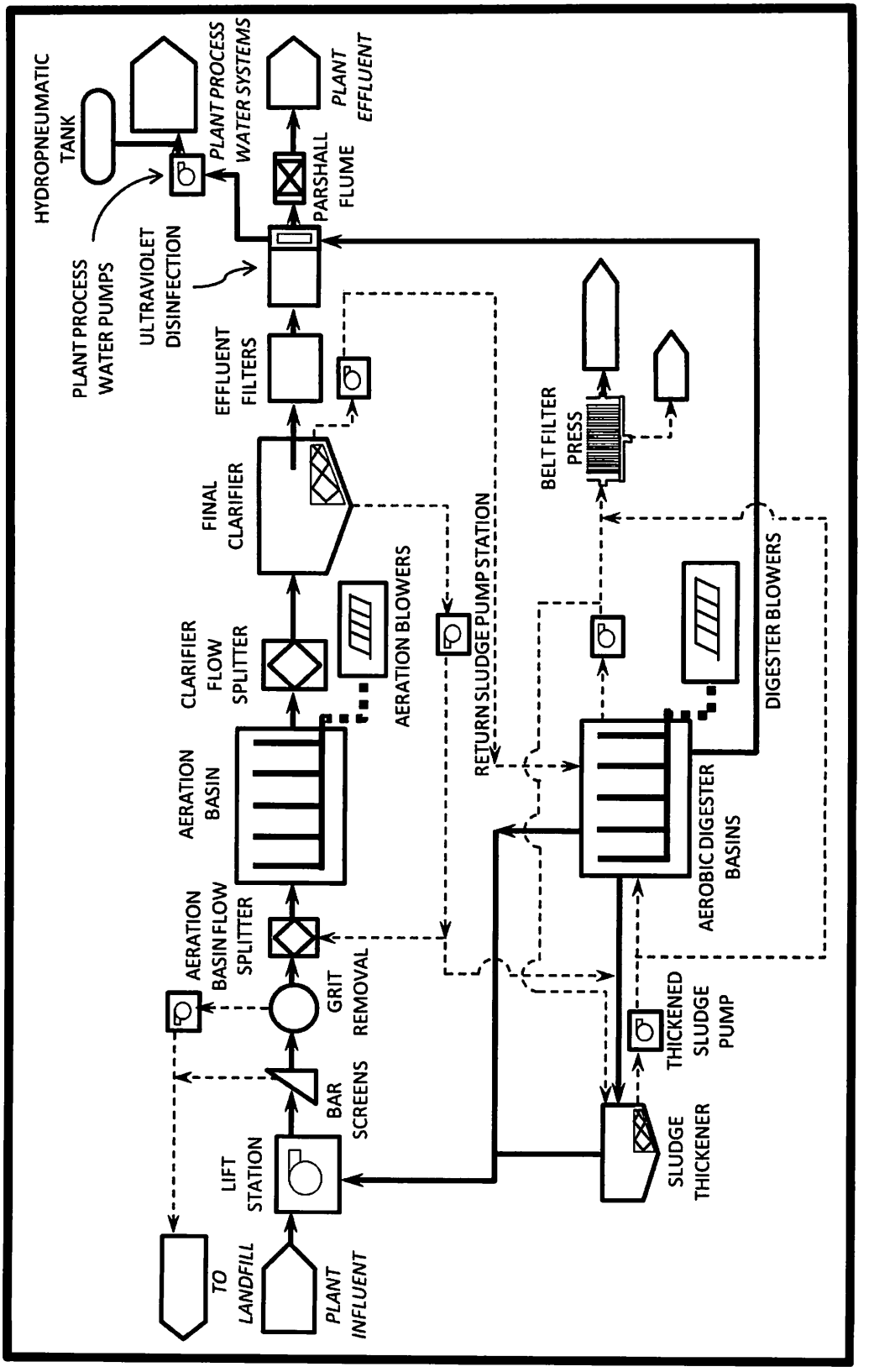
SLUDGE DISPOSAL

89 Co-disposal landfill
D7 Sludge – only monofill
90 Land application (permitted)
91 Commercial land application (register)
92 Trenching
B5 Transport to another WWTP
F3 Transport to Regional compost facility
94 Other sludge handling
95 Digest gas utilization facilities
E7 Commercial land application (permit)
F4 Dedicated land disposal
F5 Marketing and distribution composted
F6 Marketing and distribution non-composted

MISCELLANEOUS

96 Control/lab/maintenance buildings
97 Fully automated using digital control computer (computer)
98 Fully automated using analog control
99 Semi-automated plant
A1 Manually operated and controlled plant
A2 Package plant
A3 Semi-package plant
A4 Custom built plant
A7 Irrigation – public access
A8 Irrigation – agriculture
A9 Effluent storage lagoons (irrigation)
C1 Irrigation – pastureland
D8 Other reuse method
D9 Emergency holding lagoons
E1 Evaporation or playa
E8 Monitoring wells
E9 Biomonitoring
F7 Stormwater (SSO)
F8 Unconventional

EXAMPLE 3 – Flow Diagram



EXAMPLE 4 – Design Calculations

Influent Quality Characteristics - The raw sewage characteristics used for design purposes are as follows:

Parameter	Concentration
BOD_5	250 mg/L
TSS	240 mg

Influent Flow Characteristics - The hydraulic design of the facility must ensure that the facility will operate under the most extreme conditions anticipated. The facility process and hydraulic design for this facility are as follows:

Table EX4(1) – Design Calculations

Flow	Gallons Per Day	Gallons Per Minute
Average Daily Flow (Q_{ave})	225,000	156
Peak 2-Hour Flow (Q_{pk})	900,000	625

Loading	Pounds Per Day
BOD_5	469.4
TSS	450.7

Process Design - The treatment facility will be designed to produce an effluent quality in compliance with the proposed permitted parameters of:

$CBOD_5$ = 10 mg/L; TSS = 15 mg/L; NH_3-N = 3 mg/L; DO = 4.0 mg/L;

Cl_2 Residual = 1 to 4 mg/L after 20 minutes detention time at peak flow.

In order to achieve the required removal efficiencies, the activated sludge process operated in the conventional mode with nitrification has been chosen. The 7-day low reactor temperature is 15°. The anticipated operating ranges for MLSS and RAS are 3,000 mg/L and 6,000 mg/L, respectively. Other assumptions include a single stage aerobic digester with supernatant decant and digester solids concentration of 2%.

Treatment Units

Table EX4(2) - Aeration Basin

Aeration Basin	TCEQ Requires	Actual Provided
Organic loading rate (lbs/day/1000 ft^3)	25 (Max)	20
Total aeration volume (ft^3)	18,776	23,470

TableEX4(3) - Clarifier

Clarifier	TCEQ Requires	Actual Provided
Surface loading rate (Q_{pk}) (gallons/day/ ft^2)	1,200 (Max)	1,000
Detention time (Q_{pk}) (hr)	1.8 (Min)	2.2
Surface area (ft^2)	750	908
Volume (ft^3)	9,024*	11,029
Side-water depth (ft)	10 (Min)	12
Maximum weir loading (Q_{pk}) (gallons/day/ft)	20,000 (Max)	15,000
Diameter (ft)	31	34
Weir length (ft)	45	60

Table EX4(4) - Aerobic Digester

Aerobic Digester	TCEQ Requires	Actual Provided
MCRT at 15°C (days)	60 (Min)	60
WAS solids production (ppd)	Not specified	280
Digested sludge solids production (ppd)	Not specified	200
Required solids in digester (lbs)	Not specified	12,000
Digester Volume (ft^3)	Not specified	9,618

Table EX4(5) - Chlorine Contact Chamber

Chlorine Contact Chamber	TCEQ Requires	Actual Provided
Detention time (Qpk) (minutes)	20	25
Volume (Qpk) (ft^3)	1,672	2,089

Air Requirements

Table EX4(6) - Aeration Basin

Aeration Basin	TCEQ Requires	Actual Provided
Aeration requirements (SCF/day/lb BOD_5)	3,200	3,200
Oxygen required (lb O_2/lb BOD_5)	2.2	2.2
Oxygen required (lb/day)	1,032	1,032
Air provided (SCFM)	923	923

Table EX4(7) - Sludge Digester

Sludge Digester	TCEQ Requires	Actual Provided
Aeration requirements (SCFM/1,000CF)	20	26
Air Flow Rate (SCFM)	193	250

*** Minimum volume needed to meet 1.8 hour detention time in clarifier.**

Facility design features

A. Emergency Power Requirements

In accordance with *30 TAC §217.36* and due to the number and duration of power outages that have occurred in the past, the treatment facility must incorporate an on-site automatically starting generator capable of continuously operating all critical wastewater treatment system units. The fuel tank must be sized for a run time greater than the longest power outage in the power records. This generator will provide sufficient power for the following units:

1. 3 - Influent Lift Station Pumps
2. 1 - Mechanical Bar Screen
3. 2 - Activated Sludge Mechanical Surface Aerators (one in each basin)
4. 2 - Final Clarifier Sludge Scrapers
5. 1 - Return Activated Sludge Pump
6. Chlorination system
7. Dechlorination system
8. Effluent Metering Station
9. Lighting Panels and Control Equipment

An automatic transfer switch will be included to transfer electrical loads to the generator during an outage. In accordance with *30 TAC §217.37*, the disinfection system will automatically restart during a power outage and upon transfer back to the main power source.

B. Alarm Features

The facility will be equipped with a Supervisory Control and Data Acquisition (SCADA) system to monitor the operation of all critical treatment units. The control room will include a computer with graphic display of the treatment units that will indicate status and alarm conditions. The computer system will include an autodialer to alert facility personnel of the following conditions:

1. Power Outage
2. Influent Lift Station Wet Well High Level
3. Bar Screen Channel High Level
4. Final Clarifier Torque Overload
5. Equipment Failure
6. Chlorine Leak Detection
7. Sulfur Dioxide Leak Detection

The autodialer will store prerecorded messages concerning each alarm condition and the procedure to be followed and will call up to 8 different phone numbers until the alarm condition is acknowledged. The influent lift station and final clarifiers will also be equipped with local alarm lights for high level and high torque respectively.

C. Design Features for Reliability And Operating Flexibility

1. Influent lift station: The influent lift station will include three submersible pumps sized to meet peak flow pumping capacity with the largest unit out of service. Level switches will automatically start and stop the pumps based on influent flows and rising and falling wet well levels. High wet well level will result in an alarm condition.
2. Bar screen: The mechanical bar screen structure will include a bypass channel with a manual screen for use when needed. Slide gates will be used to isolate each channel as required.
3. Grit chamber: The grit chamber will include a bypass channel and slide gates to allow the chamber to be taken out of service for maintenance and repair.
4. Aeration basins: Two aeration basins will be included, each capable of continuous operation. Piping and valves will be included to allow each unit to be individually isolated for draining, cleaning or repairs.

D. Overflow prevention

The following design features will be used to prevent the overflow of wastewater from treatment units.

1. Based on 5 years of historical flow data, the facility design includes a peaking factor of 3.5 to insure adequate hydraulic capacity.
2. The influent lift station will be designed with the capacity to pump peak flow with the largest single pump out of service.
3. The facility hydraulic design, including piping, channels, weirs, troughs and other features, will be sized to allow the 2-hour peak flow to pass through the facility without exceeding minimum freeboard requirements with any single treatment unit out of service.

EXAMPLE 5 – Sludge Management Plan

Influent Design Flow = 0.225 mgd

Influent BOD Concentration = 250 mg/L

Aerobic Digester Volume: 71,950 gallons

Aeration Basin MLSS: 2,000 to 3,000 mg/L

Table EX5(1) – Sludge Production

Solids Generated	100% flow	75% flow	50% flow	25% flow
Pounds Influent BOD5	469	352	235	117
Pounds of digested dry sludge produced*	164	123	82	41
Pounds of wet sludge produced	8,210	6,157	4,105	2,052
Gallons of wet sludge produced	984	738	492	246

***Assuming 0.35 pounds of digested dry sludge produced per pound of influent BOD5 at average temperatures and 2.0% solids concentration in the digester.**

Sludge will be wasted from the RAS flow stream to the aerobic digester. Sludge solids will be stabilized in the digester; supernatant will be decanted from the digester and returned to the facility headworks for treatment.

Table EX5(2) – Sludge Removal Schedule

Removal Schedule (days)	100% flow	75% flow	50% flow	25% flow
Days between Sludge Removal	7	10	14	30

Liquid digested sludge will be removed from the digester for disposal on a regular basis as required. The calculated mean cell residence time (MCRT) for the digester storage volume of 71,950 gal will be approximately 73 days at 100% capacity and annual average digested sludge production of 164 ppd. The digested sludge will be transported by registered hauler, ABC Haulers, Registration # 1234 to XYZ Landfill, Permit No. 9876 in Hays County.

EXAMPLE 6 – EPA Effluent Categorical Guidelines

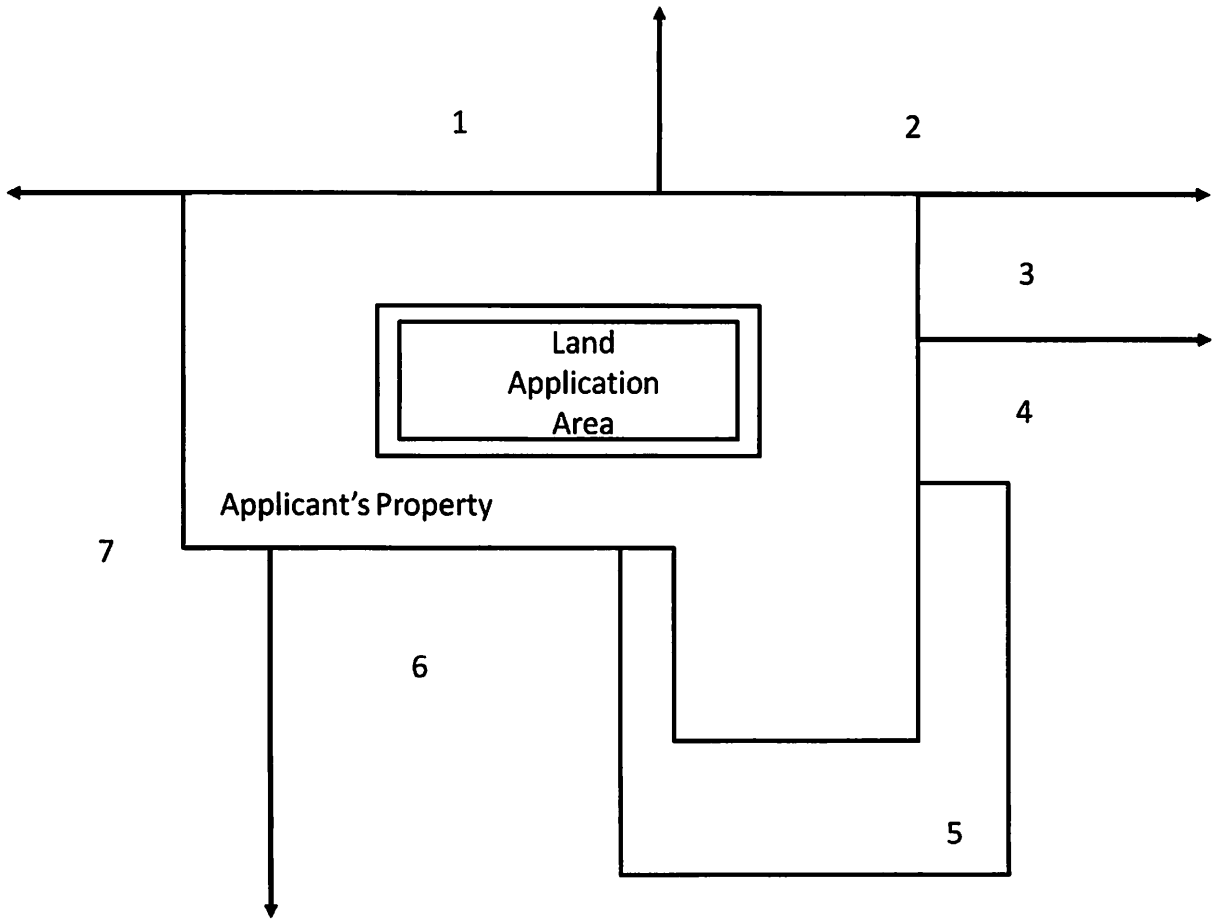
List of effluent limitation guidelines as found in *Title 40 Code of Federal Regulation, Parts 405-471.*

INDUSTRY	40 CFR PART
Dairy Products Processing	405
Grain Mills	406
Canned and Preserved Fruits and Vegetables	407
Canned and Preserved Seafood Processing	408
Sugar Processing	409
Textile Mills	410
Cement Manufacturing	411
Feedlots	412
Electroplating	413
Organic Chemicals, Plastics, and Synthetic Fibers	414
Inorganic Chemicals	415
Soap and Detergent manufacturing	417
Fertilizer Manufacturing	418
Petroleum Refining	419
Iron and Steel manufacturing	420
Nonferrous Metals Manufacturing	421
Phosphate Manufacturing	422
Steam Electric Power Generating	423
Ferro alloy Manufacturing	424
Leather Tanning and Finishing	425
Glass manufacturing	426
Asbestos manufacturing	427
Rubber manufacturing	428
Timber Products Processing	429
Pulp, Paper and Paperboard	430
Builders' Paper and Board Mills	431
Meat Products	432

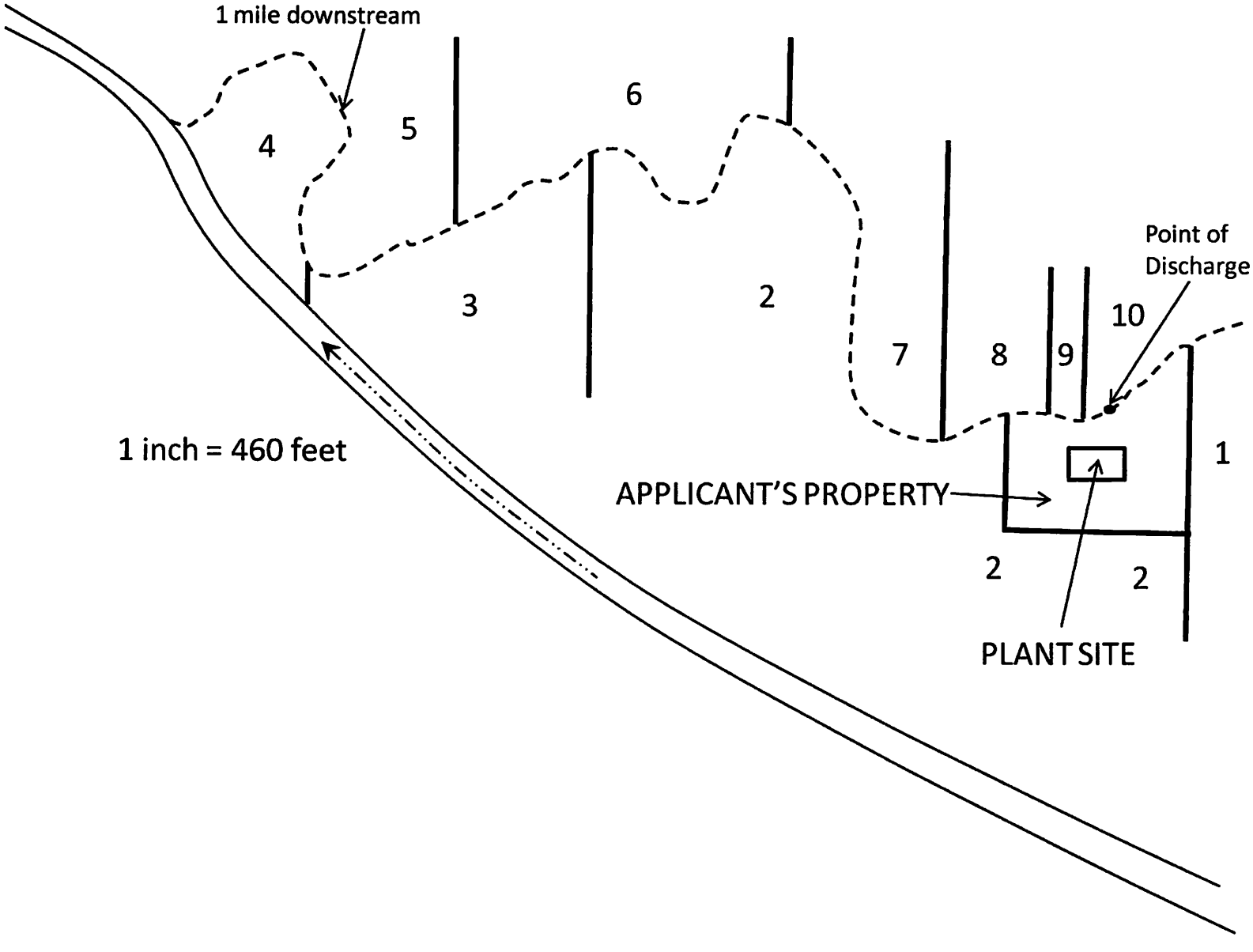
Metal Finishing	433
Coal Mining	434
Oil and Gas Extraction	435
Mineral Mining and Processing	436
Centralized Waste Treatment	437
Pharmaceutical Manufacturing	439
Ore Mining and Dressing	440
Transportation Equipment Cleaning	442
Paving and Roofing Materials	443
Combusters	444
Landfills	445
Paint Formulating	446
Ink Formulating	447
Gum and Wood Chemicals Manufacturing	454
Pesticide Chemicals	455
Explosives Manufacturing	457
Carbon Black Manufacturing	458
Photographic	459
Hospital	460
Battery Manufacturing	461
Plastics Molding and Forming	463
Metal Molding and Casting	464
Coil Coating	465
Porcelain Enameling	466
Aluminum Forming	467
Copper Forming	468
Electrical and Electronic Components	469
Nonferrous Metals Forming and Metal Powders	471

EXAMPLE 7(a) – Adjacent and Downstream Landowners

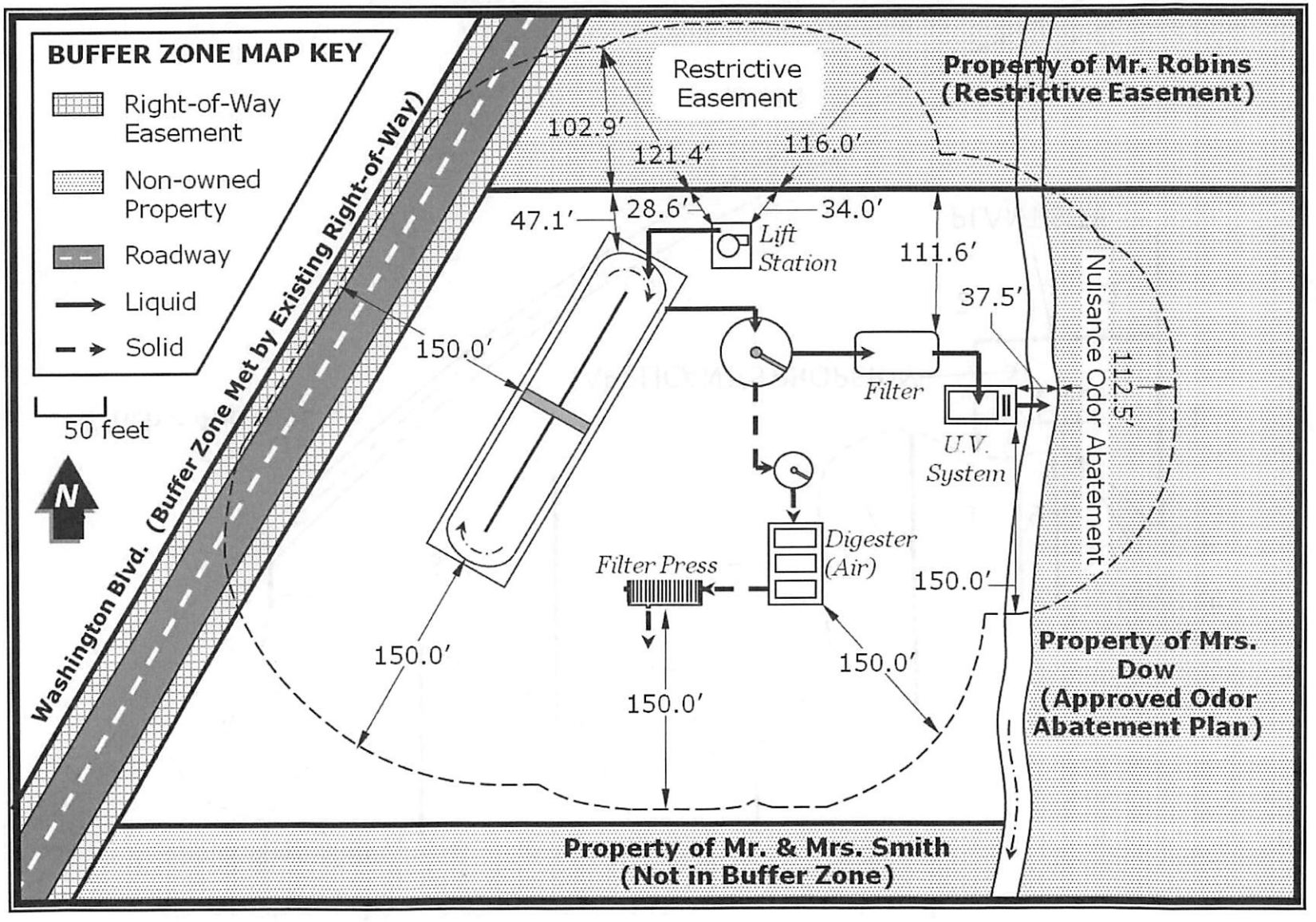
For applications proposing land application of effluent



EXAMPLE 7(b) – Adjacent and Downstream Landowners



EXAMPLE 8 – Buffer Zone Map



EXAMPLE 9 – Water Balance and Storage Calculation

Explanation of Tables 1 and 2

Table EX9(1)

Columns

1 Month (example calculations for each column are given for the month of January)

2 Average rainfall for previous 25 years: Data for Corsicana was obtained from the *Texas Water Oriented Data Bank* for the years 1968 through 1992. January: Average rainfall = 2.39 in

3 Average runoff: Method used to determine average runoff is found in *Soil Conservation Service Technical Note No. 210-18-TX5.* A curve number (N) of 78 is appropriate for Crockett soils (Hydrologic Group D) with continuous grass. The antecedent moisture condition for Navarro County is Type II.

$Q = (I - 0.2S)^2/(I + 0.8S)$, and $S = 1000/N - 10$ where Q = runoff in inches

I = average rainfall in inches (from Column 2); and S = potential maximum retention after runoff begins. January: $S = 1000/78 - 10 = 2.82$ in. $Q = [2.39 - 0.2(2.82)]^2/[2.39 + 0.8(2.82)] = 0.72$ in

4 Average Infiltrated Rainfall (R_i): Obtained by subtracting the average runoff from the average rainfall

January: R_i (avg) = (2.39 in) - (0.72 in) = 1.67 in

5 Evapotranspiration (ET); Data obtained from the *Texas Board of Water Engineers, Bulletin 6019: Consumptive Use of Water by Major Crops in Texas, Table 5.* For Coastal Bermuda Grass, applied 90% of the listed values for alfalfa as noted on the table. January: (905)(1.0 in) = 0.90 in.

6 Required leaching to avoid salinity buildup in soil (L): Equation is from *30 TAC 309.20, Table 1.*

$L = [C_e/(C_l - C_e)](E - R_i)$, where C_e = electrical conductivity of effluent (provided by applicant); and

C_l = maximum allowable conductivity of soil solution obtained from *30 TAC 309.20, Table 3.*

If $(E - R_i)$ is less than zero (<0), then L = 0

January: $L = [(5.4 \text{ mg/L})/(12.0 \text{ mg/L} - 5.4 \text{ mg/L})](0.9 \text{ in} - 1.67 \text{ in})$ $(E - R_i) < 0$, therefore L = 0.

7 Total Water Needs: Obtained by adding Evapotranspiration ("E," Column 5) and Required Leaching ("L," Column 6). January: 0.90 in + 0.0 in = 0.90 in

8 Effluent needed in root zone: Obtained by subtracting the average infiltrated rainfall (R_i, Column 4) from Total Water Needs (Column 7). If value is less than zero, then a value of zero is assumed.

January: 0.90 in - 1.67 in = -0.77 and -0.77 < 0, therefore the amount of effluent needed in the root zone = 0.0 in

9 Net evaporation from reservoir surface: Average evaporation data was obtained from the *Texas Water Oriented Data Bank* for the years 1966 through 1990. Values were multiplied by the ration of the surface area of the lagoons (5.5 acres) to the irrigation surface area (58 acres). For this example, the ratio is 5.5/58 = 0.09. January: Evap. = (0.05 feet)(12 in/ft)(0.09) = 0.06 in

10 Effluent to be applied to land: Obtained by dividing the effluent need in root zone (Column 8) by the irrigation efficiency, K (assumed to be 0.85, or 85%). June: 8.8/0.85 = 10.3 in

11 Consumption from reservoir: Obtained by adding the net evaporation from the reservoir surface (Column 9) and the effluent to be applied to the land (Column 10). This is the maximum hydraulic application rate that can be applied over the irrigated area.

June: 0.39 in + 10.3 in = 10.69 inches/acre

Total annual application is 59.96 in per irrigated acre (59.96 in/ac/yr).

Table EX9(2)

Columns

12 Month

13 Effluent received for application or storage: A daily average flow to the irrigation field of 38,000 gallons was requested by the applicant and converted to inches per acre. The average application rate must be less than or equal to the consumption from reservoir (Column 11). Therefore, the maximum monthly average application rate is (59.7 in/yr)/(12 mo/yr) = 4.97 in/mo

Annual: = (38,000 gal/day)(365 days/yr)(12 in/ft)(1 ac/43,560 ft^2)(1 ft^3/7.48 gal)/(58 ac)

= 8.76 in/yr

January: = (8.76 in/yr)(1 yr/12 mo)

= 0.73 in/mo, which is less than 4.97 in/mo calculated in Column 13.

14 Worst rainfall year in the past 25 years distributed proportional to monthly averages: Rainfall data for Corsicana was obtained from the *Texas Water Oriented Data Bank* for the years 1968 through 1992 and distributed proportional to the monthly averages. The worst annual rainfall was 51.9 in which occurred in 1968.

January: (51.9 in)(6.4%) = 3.32 in

15 Worst runoff year in the past 25 years (Q): Used the rainfall figures in Column 14 and calculating worst runoff similar to average runoff as in Column 3.

January: Q = [3.32 in - 0.2(2.82)]2/[3.32 + 0.8(2.82)] = 1.36 in

16 Infiltrated rainfall (R_i): Obtained by subtracting the worst runoff year (Column 15) from the worst rainfall year (Column 14).

January: R_i (worst) = 3.32 in - 1.36 in = 1.96 in

17 Available water: Obtained by adding the amount of effluent received for application or storage (Column 13) and the infiltrated rainfall (Column 16).

January: 0.73 in + 1.96 in = 2.69 in

18 Lowest annual net evaporation in the past 25 years from the reservoir surface: Minimum annual net evaporation data was obtained from the Texas Water Oriented Data Bank for the years 1966 through 1990 and distributed proportional to monthly averages. Values were then multiplied by the ratio of the surface are of the lagoons (5.5 acres) to the irrigation surface area (58 acres). For this example, the ratio is 5.5/58 = 0.09

19 Storage: Obtained by calculating according to *30 TAC 309.20, Table 2.*

Storage = [(Column 13 - Column 18B) - [(Column 7 - Column 16)/k]

If [(Column 7 - Column 16)/k] < 0, it is entered as zero, and Storage = (Column 13 - Column 18)

January: Storage = (0.73 - 0.04)-[(0.9 - 1.96)/0.85] = 0.69 in

20 Accumulated Storage: To allow for the worst condition, the summation of storage was obtained by adding the values obtained in Column 19, beginning with the first consecutive month of positive values. In this case, the summation was started in November. The maximum accumulated storage requirement occurred in February.

Annual: (0.62 in) + (0.67 in) + (0.69 in) + (0.71 in) = 2.69 in-ac/ac

*Table EX9(1) - Monthly Water Balance**

(Units in inches unless otherwise specified)

1	2	3	4	5	6	7	8	9	10	11
	Avg Rain	**Avg Run-off**	**Avg R_i****	**ET****	**L****	**TWN****	**Effluent Required in Root Zone**	**EFRS****	**Effluent Applied to Land**	**CFR****
JAN	2.39	0.72	1.67	0.9	0.0	0.9	0.0	0.06	0.0	0.06
FEB	2.80	0.99	1.81	1.3	0.0	1.3	0.0	0.03	0.0	0.03
MAR	2.95	1.09	1.86	3.0	0.9	3.9	2.1	0.15	2.5	2.6
APR	4.04	1.92	2.12	3.5	1.1	4.6	2.5	0.11	3.0	3.1
MAY	5.10	2.80	2.30	6.5	3.4	9.9	7.6	0.16	9.0	9.1
JUN	3.04	1.16	1.88	6.7	3.9	10.6	8.8	0.39	10.3	10.7
JUL	2.24	0.62	1.62	7.4	4.7	12.1	10.5	0.64	12.4	13.0
AUG	2.21	0.61	1.60	5.1	2.9	8.0	6.4	0.66	7.5	8.1
SEP	2.97	1.11	1.86	5.3	2.8	8.1	6.3	0.42	7.4	7.8
OCT	3.43	1.44	1.99	4.2	1.8	6.0	4.0	0.31	4.7	5.0
NOV	2.97	1.11	1.86	1.7	0.0	1.70	0.0	0.16	0.0	0.16
DEC	3.31	1.35	1.96	0.72	0.0	0.72	0.0	0.08	0.0	0.08
TOTAL	37.45	14.92	22.53	46.3	21.5	67.8	48.2	3.16	56.8	59.7

***Table EX9(1) was completed in accordance with Table 1 of 30 TAC 309.20. Refer to Appendix C for detailed explanation of calculations.**

****R_i = Infiltrated Rainfall, ET = Evapotranspiration, L = Required Leaching, TWN = Total Water Needs, EFRS = Evaporation From Reservoir Surface, RC = Consumption From Reservoir.**

*EX9(2) - Storage Volume Calculation**

(Units in inches unless otherwise specified)

12	13	14A	14B	15	16	17	18A	18B	19	20
	Effluent Applied To Land	**MRD** (%)**	**Rainfall (MAX)**	**Runoff (MAX)**	**R_i ****	**Total Avail. H_2O**	**DoM** (%)**	**Net E (MIN)**	**Storage (in-ac/ac)**	**AS (in-ac/ac)**
JAN	0.73	6.4	3.32	1.36	1.96	2.69	1.8 %	0.04	0.69	1.98
FEB	0.73	7.5	3.89	1.80	2.09	2.82	1.1%	0.02	0.71	2.69
MAR	0.73	7.9	4.10	1.97	2.16	2.86	4.7 %	0.10	-1.4	1.27
APR	0.73	10.8	5.61	3.23	2.37	3.10	3.6 %	0.08	-2.0	-0.73
MAY	0.73	13.6	7.06	4.53	2.53	3.26	4.9 %	0.11	-8.1	-8.83
JUN	0.73	8.1	4.20	2.05	2.15	2.88	12.4 %	0.27	-9.5	-18.33
JUL	0.73	6.0	3.11	1.21	1.90	2.63	20.0 %	0.44	-11.7	-30.13
AUG	0.73	5.9	3.06	1.17	1.89	2.62	20.8 %	0.45	-6.9	-37.03
SEP	0.73	7.9	4.10	1.97	2.13	2.86	13.2 %	0.29	-6.6	-43.63
OCT	0.73	9.2	4.77	2.52	2.25	2.98	9.6 %	0.21	-3.9	-47.53
NOV	0.73	7.9	4.10	1.97	2.13	2.86	5.1 %	0.11	0.62	0.62
DEC	0.73	8.8	4.57	2.35	2.22	2.95	2.6 %	0.06	0.67	1.29
TOTAL	8.76	100.0	51.9	26.1	25.8	34.5	100	2.18	------	2.69***

***Table EX9(2) was completed in accordance with Table 2 of 30 TAC 309.20. Refer to Appendix C for detailed explanation of calculations.**

****MRD = Mean Rainfall Distribution, R_i = Infiltrated Rainfall, DoM = Distribution of Mean, Net E = Net Evaporation, AS = Accumulated Storage.**

*****Storage volume requirement = 2.69 in-ac/ac, or (2.69 in-ac/ac)(58 ac)(1 ft/12 in)= 13 ac-f**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ DOMESTIC WASTEWATER PERMIT APPLICATION DOMESTIC ADMINISTRATIVE REPORT

Submit this checklist with the application. Do not submit the instructions with the application. Indicate if the following are included in the application.

APPLICANT_____

PERMIT NUMBER_____

WORKSHEET	Y	N		Y	N
Administrative Report 1.0	☐	☐	Affected Landowner Map	☐	☐
Administrative Report 1.1	☐	☐			
SPIF	☐	☐	Buffer Zone Map	☐	☐
Technical Report 1.0	☐	☐	Flow Diagram	☐	☐
Technical Report 1.1	☐	☐	Site Drawing	☐	☐
Worksheet 2.0	☐	☐	Original Photographs	☐	☐
Worksheet 2.1	☐	☐	Design Calculations	☐	☐
Worksheet 3.0	☐	☐	Design Features	☐	☐
Worksheet 3.1	☐	☐	Solids Management Plan	☐	☐
Worksheet 4.0	☐	☐	Water Balance	☐	☐
Worksheet 5.0	☐	☐	Landowner Disk or Labels	☐	☐
Worksheet 6.0 (required for all POTWs)	☐	☐	Copy of Application Fee Check	☐	☐
Worksheet 7.0	☐	☐			
Original USGS Map	☐	☐	All Fees Owed TCEQ are Paid	☐	☐

Please indicate the amount submitted for the application fee (check only one):

Flow	New/Major Amendment	Renewal
<0.05 MGD	☐ $350.00	☐ $315.00
≥0.05 but < 0.10 MGD	☐ $550.00	☐ $515.00
≥0.10 but < 0.25 MGD	☐ $850.00	☐ $815.00
≥0.25 but < 0.50 MGD	☐ $1,250.00	☐ $1,215.00
≥0.50 but < 1.0 MGD	☐ $1,650.00	☐ $1,615.00
≥ 1.0 MGD	☐ $2,050.00	☐ $2,015.00

Minor Amendment (any flow) ☐ $115.00

A copy of the application fee check must be submitted with the application.

FOR COMMISSION USE ONLY

Segment Number_____ County_____

Expiration Date_____ Region_____

Proposed/Current Permit Number_____

DOMESTIC ADMINISTRATIVE REPORT 1.0

The following is required for all applications: Renewal, New, and Amendment

Type of application:

- ☐ New TPDES
- ☐ New TLAP
- ☐ Major amendment with renewal
- ☐ Minor amendment with renewal
- ☐ Major amendment without renewal
- ☐ Minor amendment without renewal
- ☐ Renewal (no changes)
- ☐ Minor modification of permit

If applying for an amendment or renewal with changes, describe the request in detail.

1. Applicant Information

(Instructions, Page 24)

a. Facility owner

(Owner of the facility must apply for the permit.)

Provide the Legal Name of the entity (applicant) applying for this permit (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.):

_____

If the applicant is currently a customer with TCEQ, provide the Customer Number (CN):
CN:_____

What is the applicant's contact information and mailing address as recognized by the **US Postal Service**?

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____Country Code:_____Postal Code:_____

Indicate the type of Customer:

☐ Individual	☐ Sole Proprietorship-D.B.A.
☐ Limited Partnership	☐ Corporation
☐ Trust	☐ Estate
☐ Federal Government	☐ State Government
☐ County Government	☐ City Government
☐ Other Government	☐ Other:_____

Independent entity

☐ Yes ☐ No *(If governmental entity, subsidiary, or part of a larger corporation)*

Number of Employees:

☐ 0-20; ☐ 21-100; ☐ 101-250; ☐ 251-500; or ☐ 501 or higher

Customer Business Tax and Filing Numbers

(Not applicable to individuals, governments, general partnerships or sole proprietors. ***REQUIRED*** *for corporations and limited partnerships***)**

State Franchise Tax ID Number:_____

TX SOS Charter (filing) Number:_____

Federal Tax ID:_____

DUNS Number (if known):_____

b. Co-permittee information

Complete only if the operator must be a co-permittee).

Provide the Legal Name of the entity (operator) applying for this permit (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.):

Operator:_____

If the operator is currently a customer with TCEQ, provide the Customer Number (CN)?
CN:_____

Provide the co-permittee's contact information and mailing address as recognized by the **US Postal Service**:

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

Indicate the type of Customer:

- ☐ Individual
- ☐ Sole Proprietorship-D.B.A.
- ☐ Limited Partnership
- ☐ Corporation
- ☐ Trust
- ☐ Estate
- ☐ Federal Government
- ☐ State Government
- ☐ County Government
- ☐ City Government
- ☐ Other Government
- ☐ Other:_____

Independent entity

☐ Yes ☐ No *(If governmental entity, subsidiary, or part of a larger corporation)*

Number of Employees:

☐ 0-20; ☐ 21-100; ☐ 101-250; ☐ 251-500; or ☐ 501 or higher

Customer Business Tax and Filing Numbers

(Not applicable to individuals, governments, general partnerships or sole proprietors. ***REQUIRED*** *for corporations and limited partnerships***)**

State Franchise Tax ID Number:_____

TX SOS Charter (filing) Number:_____

Federal Tax ID:_____

DUNS Number (if known):_____

Provide a brief description of the need for a co-permittee:

c. Individual information

Complete only if the facility owner or co-permittee is an individual.

Provide the full Legal Name of the Individual (Owner/Co-permittee) applying for this permit: _____

If the owner/co-permittee is currently a customer with TCEQ, provide the Customer Number (CN)**:**_____

Provide the applicant's contact information and mailing address as recognized by the **US Postal Service**?

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____State:_____ZIP Code:_____

Mailing Information if outside USA

Territory:_____Country Code:_____Postal Code:_____

2. Billing Contact

(Instructions, Page 28)

The permittee is responsible for paying the annual fee. The annual fee will be assessed to permits **in effect on September 1 of each year.** *TCEQ will send a bill to the address provided in this section. The permittee is responsible for terminating the permit when it is no longer needed using TCEQ form number 20029.*

Is the billing address the same as the permittee or co-permittee?

☐ Permittee ☐ Co-permittee ☐ **No**, fill out this section

Prefix (Mr, Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

3. Application Contact Information

(Instructions, Page 28)

If TCEQ needs additional information regarding this application, who should be contacted?

a. First application contact

Prefix (Mr, Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

Check one or both: ☐ Administrative contact ☐ Technical Contact

b. Alternate application contact

Prefix (Mr, Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

Check one or both: ☐ Administrative contact ☐ Technical Contact

4. DMR/MER Contact Information

(Instructions, Page 28)

Contact Responsible for Discharge Monitoring Reports (EPA 3320-1) or Monthly Effluent Reports. Provide the name of the person and their complete mailing address delegated to receive and submit Discharge Monitoring Report Forms.

Prefix (Mr, Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

Did you know you can submit DMR data on line?
Go to Sign up now at:
http://www.tceq.texas.gov/field/netdmr/netdmr.html
Establish an electronic reporting account when you get your permit number.

5. Permit Contact Information

(Instructions, Page 28)

Provide two names of individuals that can be contacted throughout the permit term.

Prefix (Mr, Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

Prefix (Mr, Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

6. Notice Information

(Instructions, Page 29)

a. Individual associated with the applicant responsible for publishing the notices

Prefix (Mr. Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Phone No.:_____ Extension:_____

Fax No.:_____ E-mail Address:_____

Organization Name:_____

Mailing Address:_____

Internal Routing (Mail Code, Etc.):_____

City:_____ State:_____ ZIP Code:_____

Mailing Information if outside USA

Territory:_____ Country Code:_____ Postal Code:_____

b. Method for receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package

Indicate by a check mark the preferred method for receiving the first notice and instructions:

- ☐ E-mail Address:_____
- ☐ Fax No.:_____
- ☐ Overnight/Priority mail: (self addressed, prepaid envelope required)
- ☐ Regular Mail:

  Mailing Address:_____

  Internal Routing (Mail Code, Etc.):_____

  City: _____ State:_____ ZIP Code:_____

c. Contact in the notice

Prefix (Mr. Ms, Miss):_____

First/Last Name:_____

Suffix (Jr, Sr, III):_____ Title:_____ Credential:_____

Organization Name:_____

Phone No.:_____ Extension:_____

d. Public place information

If the facility and/or outfall is located in more than one county, a public viewing place for each county must be provided.

Public Building name:_____

Location within the building:_____

Physical address of building:_____

City:_____ County:_____

Contact Name:_____

Phone No.:_____ Extension:_____

e. Bilingual notice requirements

For new permit applications, major amendment and renewal applications. Not applicable for minor amendment or minor modification applications.

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice is required:

1. Is a bilingual education program required by the Texas Education Code at the nearest elementary or middle school to the facility or proposed facility?

☐ Yes ☐ No

(**If No**, alternative language notice publication is not required; skip to item 7. Regulated Entity and Permitted Site Information.)

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?

☐ Yes ☐ No

3. Do the students at these schools attend a bilingual education program at another location?

☐ Yes ☐ No

4. Would the school be required to provide a bilingual education program but the school has waived out of this requirement under *19 TAC §89.1205(g)*?

☐ Yes ☐ No

5. If the answer is yes to 1, 2, 3, or 4, public notice in an alternative language is required. Which language is required by the bilingual program?

_____

This section of the application is only used to determine if alternative language notice will be needed. Complete instructions on publishing the alternative language notice will be in your public notice package.

7. Regulated Entity and Permitted Site Information

(Instructions, Page 30)

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:
http://www15.tceq.state.tx.us/crpub/index.cfm?fuseaction=regent.RNSearch

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

TCEQ issued RE Reference Number (RN): **RN:**_____

a. State/TPDES Permit No.:_____Expiration date:_____

EPA Identification No. (TPDES Permits only): TX_____

b. Name of project or site (the name known by the community where located):

_____

c. Is the facility located in Bexar, Comal, Hays, Kinney, Medina, Travis, Uvalde, or Williamson County?

☐ Yes ☐ No

(**If Yes**, additional information concerning protection of the Edwards Aquifer may be required.)

d. Site location description information

Complete both sections, A and B. If the site does not have a physical address, check "No" in Section A and continue to Section B.

Section A: Site physical address.

Does the site have a physical address?

☐ Yes ☐ No

Verify the address with USPS and proceed to Section B below. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergencies, or other online map tool to confirm an address.

Physical Address of Project or Site:

Street Number:_____ Street Name:_____

City:_____ ZIP Code:_____

Section B: Site location information.

Is the location of the facility used in the existing permit correct?

☐ Yes ☐ No

If the location description is not accurate or this is a new permit application, provide a written location access description to the site:

(Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

e. City where the site is located or, if not in a city, what is the nearest city:

_____

f. ZIP Code where the site is located:_____

g. County where the site is located:_____

h. Latitude:_____ Longitude:_____

i. In your own words, briefly describe the primary business of the Regulated Entity: *(Do not repeat the SIC and NAICS code)*

j. Owner of treatment facility:_____

Ownership of Facility: ☐ Public ☐ Private ☐ Both ☐ Federal

k. Owner of land where treatment facility is/will be:

_____

(If not the same as the facility owner, there must be a long term lease agreement in effect for at least six years. In some cases, a lease may not suffice - see instructions page 33.)

l. Owner of effluent disposal site:

_____

(If not the same as the facility owner, there must be a long term lease agreement in effect for at least six years.)

m. Owner of sewage sludge disposal site:

_____

(Required only if authorization is sought in the permit for sludge disposal on property owned/controlled by the applicant.)

8. Discharge/Disposal Information

(Instructions, Page 34)

ALL permits complete the following

a. Is the facility located on or does the treated effluent cross Indian Land?

☐ Yes ☐ No

b. Provide an **original** full size USGS Topographic Map with all applicable required information. Indicate by a check mark that the information is provided.

- ☐ Applicant's property boundary
- ☐ Treatment facility boundaries
- ☐ Labeled point of discharge and highlighted discharge route
- ☐ Onsite sewage sludge disposal site
- ☐ Effluent disposal site boundaries
- ☐ New and future construction
- ☐ 1 mile radius and 3 miles downstream information
- ☐ All ponds

c. If the existing permit contains an onsite sludge disposal authorization, is the location of the sewage sludge disposal site in the existing permit accurate?

☐ Yes ☐ No

If no, or if a new onsite sludge disposal authorization is being requested for the first time in this permit application, please give an accurate description.

TPDES permits complete the following

d. Is the point of discharge and the discharge route in the existing permit correct?

☐ Yes ☐ No

If no, or a new or amendment permit application, please give an accurate description.

e. City or Town in which the outfall(s) is or will be located

_____

f. County where outfall(s) are located:_____

g. Outfall - Latitude: _____ Longitude: _____

Use degrees-minutes-seconds to the nearest second or decimal degrees to 4 decimal places (Ex: 30 - 10' - 25" or 30.1736).

h. Will the treated wastewater be discharged to a city, county, or state highway right-of-way, or a flood control district drainage ditch?

☐ Yes ☐ No

If Yes, indicate by a check mark if:

☐ Authorization granted ☐ Authorization pending

(For new and amendments, provide copies of letters that show proof of contact and the approval letter upon receipt.)

i. For all applications involving an average daily discharge of 5 million gallons per day or more, provide the names of all counties located within 100 statute miles down-stream of the point(s) of discharge.

TLAP permits complete the following

j. Is the location of the effluent disposal site in the existing permit accurate?

☐ Yes ☐ No

If no, or a new or amendment permit application, please give an accurate description.

k. City or Town in which the disposal site is or will be located: _____

l. County where disposal site is located: _____

m. Disposal site - Latitude:_____ Longitude:_____

Use degrees-minutes-seconds to the nearest second or decimal degrees to 4 decimal places (Ex: 30 - 10' - 25" or 30.1736).

n. If a TLAP, describe the routing of effluent from the treatment facility to the effluent disposal site:

o. For TLAP applications please identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained:

_____

9. Miscellaneous Information

(Instructions, Pages 37)

a. List each person formerly employed by the TCEQ who represented your company and was paid for service regarding the application:

_____

b. Do you owe fees to the TCEQ?

☐ Yes ☐ No

If yes, please provide:

Account number:_____Amount past due:_____

c. Do you owe any penalties to the TCEQ?

☐ Yes ☐ No

If yes, please provide:

Enforcement order number_____Amount past due_____

10. Signature Page

(Instructions, Page 39)

Permit Number_____

Applicant_____

Certification:

I/We certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under ***30 Texas Administrative Code §305.44*** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Print or Type Signor's Name:_____

Provide Signor's Title:_____

Signature *(Use blue ink)*:_____

Date: _____

Subscribed and Sworn to before me by the said_____

on this_____day of_____, 20_____.

My commission expires on the_____day of_____, 20_____.

Notary Public Signature:_____[SEAL]

_____County, Texas

If co-permittees are necessary, each entity must submit an original, separate signature page.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC

TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:
Application type:
_____Renewal_____Major Amendment_____Minor Amendment_____New
County:_____
Admin Complete Date:_____
Agency Receiving SPIF:

- ❑ Texas Historical Commission
- ❑ Texas Parks and Wildlife Department
- ❑ U.S. Fish and Wildlife
- ❑ U.S. Army Corps of Engineers

Supplemental Permit Information

(Instructions, Page 40)

This form applies to TPDES permit applications only. The SPIF must be completed as a separate document. The TCEQ will mail a copy of the SPIF to each agency as required by the TCEQ agreement with EPA. If any of the items are not completely addressed and/or further information is needed, you will be contacted to provide the information before the permit is issued. Each item must be completely addressed.

Do not refer to a response of any item in the permit application form. Each attachment must be provided with this form separately from the administrative report of the application. The application will not be declared administratively complete without this form being completed in its entirety including all attachments.

The following applies to all applications:

1. Permittee:_____

2. Permit No. WQ_____(EPA ID No.) TX_____

3. Address of the project (location description that includes street/highway, city/vicinity, & county).

4. Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Name:_____ Phone number:_____

Company:_____ Fax number:_____

Street No.:_____ Street name:_____

Street type:_____

P.O. Box:_____ Email:_____

City:_____ State:_____ Zip code:_____

5. List the county in which the facility is located.

_____

6. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

_____

7. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in *30 TAC Chapter 307*). If known, please identify the Segment Number.

8. Please provide a separate 7.5 minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required **in addition to** the map in the administrative report).

9. Please provide original photographs of any structures 50 years or older on the property.

10. Does your project involve any of the following? **If Yes,** check the appropriate boxes.

- ☐ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☐ Vibration effects during construction, or as a result of project design
- ☐ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features
- ☐ Disturbance of vegetation or wetlands

11. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features).

12. Describe existing disturbances, vegetation and land use.

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS.

13. List construction dates of all buildings and structures on the property.

14. Provide a brief history of the property, and name of the architect/builder, if known.

DOMESTIC ADMINISTRATIVE REPORT 1.1

The following is required for new and amendment applications.

1. Affected Landowner Information

(Instructions, Page 41)

a. Landowner map components

Indicate by a check mark that the landowner map or drawing, with scale, includes the following, as applicable.

- ☐ The applicant's property boundaries
- ☐ The facility site boundaries within the applicant's property boundaries
- ☐ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone
- ☐ The property boundaries of all landowners surrounding the applicant's property
- ☐ The point(s) of discharge and highlighted discharge route clearly shown for one mile downstream
- ☐ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge
- ☐ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay estuary, or affected by tides
- ☐ The boundaries of the effluent disposal site (for example, irrigation area or subsurface drainfield site), all evaporation/holding ponds within the applicant's property
- ☐ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located
- ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners surrounding the applicant's property boundaries where the sewage sludge land application site is located
- ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (for example, sludge surface disposal site or sludge monofill) is located

b. Landowner list media

Indicate by a check mark in which format the landowners list is submitted:

☐ Read/Writeable CD or Disk ☐ 4 sets of labels

c. Cross-referenced landowner list

Has a separate list with the landowners' names and mailing address cross-referenced to the landowners map been provided.

☐ Yes ☐ No

d. Landowner data source

Provide the source of the landowners' names and mailing addresses.

_____

_____

e. School fund land

As required by *Texas Water Code §5.115*, is any permanent school fund land affected by this application?

☐ Yes ☐ No

If yes, provide the location, foreseeable impacts, and effects this application has on the land(s).

2. Buffer Zone Map

(Instructions, Page 44)

a. Buffer zone map components

Provide a buffer zone map on 8.5 x 11-inch paper. The applicant's property line and the buffer zone line may be distinguished by using dashes or symbols and appropriate labels. Indicate by a check mark that all the following information is included on the map.

- ☐ The applicant's property boundary
- ☐ The required buffer zone
- ☐ Each treatment unit
- ☐ The distance from each treatment unit to the property boundaries

b. Buffer zone compliance method

How will the buffer zone requirement be met?

- ☐ Ownership
- ☐ Restrictive easement
- ☐ Nuisance odor control
- ☐ Variance

c. Unsuitable site characteristics

Does the facility comply with the requirements regarding unsuitable site characteristic found in *30 TAC §309.13(a) through (d)*?

☐ Yes ☐ No

3. Original Photographs

(Instructions, Page 48)

- ☐ Provide original ground level photographs. Indicate by a check mark that the following information is provided.
- ☐ At least one original photograph of the new or expanded treatment unit location
- ☐ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☐ At least one photograph of the existing/proposed effluent disposal site
- ☐ A plot plan or map showing the location and direction of each photograph

Texas Commission on Environmental Quality

Water Quality Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your application form.
- Do not mail this form to the same address as your application.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: WQP Wastewater Permit No: WQ00

1. Check / Money Order No: _____
2. Amount of Check/Money Order: _____
3. Date of Check or Money Order: _____
4. Name on Check or Money Order: _____
5. APPLICATION INFORMATION

   If the check is for more than one application, list each Project/Site (RE) Name and Physical Address exactly as provided on the application. DO NOT SUBMIT A COPY OF THE APPLICATION WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

   See Attached List of Sites (If more space is needed, you may attach a list.)

   Project/Site (RE) Name: _____

   Project/Site (RE) Physical Address: _____

   _____

Staple Check in This Space

AI-52637 **Precinct #2** **18. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Resolution in Honor of Gilberto Zepeda for his years of service with the PSJA Independent School District.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 08:24 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Erika Zamora		Started On: 12/10/2015 05:35 PM
Final Approval Date: 12/11/2015		

AI-52366 **Precinct #2** **18. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, concerning certain road improvements to Yuma Avenue from Jackson Rd to McColl Rd.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain road improvements to Yuma Avenue Road from Jackson Road to McColl Rd.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-841

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

BUDGETARY IMPACT:

Funds pending approval of AI#52369 CC 12/1/15.

Attachments

Emailed from Legal

ICA

A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/23/2015 10:12 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Erika Zamora		Started On: 11/23/2015 09:41 AM
Final Approval Date: 12/11/2015		

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Yuma Avenue Road Improvements - Interlocal Agreement

From : Marynel Trevino <mntrevino@atlashall.com> Fri, Nov 20, 2015 02:00 PM

Subject : RE: Yuma Avenue Road Improvements - Interlocal Agreement 1 attachment

To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

External images are not displayed. Display images below

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Wednesday, November 18, 2015 3:53 PM
To: Steve Crain
Cc: Marynel Trevino; Eduardo Cantu; Armando Garza, Jr.
Subject: Yuma Avenue Road Improvements - Interlocal Agreement

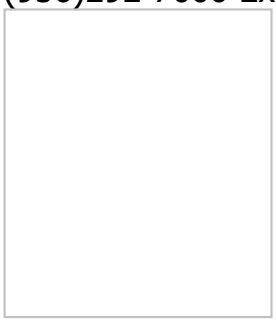
Good afternoon Steve,

Attached please find a draft of the interlocal cooperation agreement between Hidalgo County and the City of McAllen for the Yuma Avenue Road Improvements.

Please review and let me know if we can proceed to request Commissioners Court approval of the agreement.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Pct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
(956)292-7000 Ext 2015 - Office



2015-11-20 ICA Btween County of Hidalgo & City of McAllen improvements to Yuma Avenue, etal.pdf
1 MB

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO E. YUMA AVENUE FROM JACKSON RD TO MCCOLL RD

THIS agreement is made on this _____ day of _____, 2015 by and between the County of Hidalgo, Texas, hereinafter referred to as "County", and the City of McAllen, Texas, hereinafter referred to as "City" 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 E. Yuma Avenue from Jackson Rd. to McColl Rd. as illustrated in greater detail in Exhibit A (the "Project");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified the E. Yuma Avenue project within its financially constrained Metropolitan Transportation Plan;

WHEREAS, County, will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the total estimated cost for the project is approximately Six Hundred Thousand and no/100ths Dollars ($600,000.00);

WHEREAS, the City desires to cooperate by contributing a fixed lump sum amount of Two Hundred Thousand and no/100ths Dollars ($200,000.00) to County toward the development of the Project;

WHEREAS, County desires to cooperate by contributing the remainder of all costs for the Project, if any;

WHEREAS, County commits to providing design, procurement, construction management, construction, construction inspection and construction material testing for the project; and

WHEREAS, 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

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to complete all project development.

2. The Project would benefit the Hidalgo County Regional Linear Park Project by providing enhanced connectivity and increased traffic, pedestrian and bicycle safety (as referenced from TxDOT correspondence with County).

3. The total estimated cost for the Project will be approximately $600,000.00.

4. City agrees to pay a fixed lump sum in the amount of Two Hundred Thousand and no/100ths Dollars ($200,000.00) to County within thirty (30) days after the date of invoice from County toward the development of the Project.

5. County shall provide through its own forces or by third party contractor(s) design, procurement, construction, construction management, construction inspection and construction material testing for the Project.

6. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein with its corporate city limits.

7. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

12. **Amendment:** This Agreement can't be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.

13. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

14. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to McAllen:	City of McAllen Attention: Honorable Jim Darling, Mayor 1300 Houston Avenue McAllen, Texas 78501
If to County:	Hidalgo County, Texas Attn: Honorable Ramon Garcia, Hidalgo County Judge P. O. Box 758 Edinburg, Texas 78540-0758
Copies to:	Honorable Eduardo "Eddie" Cantu, Commissioner, Pct. No. 2 300 W Hall Acres Ste G Pharr, Texas 78577

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. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

17. **Assignment:** This Agreement shall not be assignable.

18. **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.

19. **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.

20. **Authority to Execute:** The execution and performance of this Agreement by County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and City in accordance with its terms.

21. **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.

22. **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.

23. Following completion of construction of the Project each party hereto shall maintain the road described in the Project within their respective jurisdictions where applicable.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

By: _____
McAllen City Attorney

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding road improvements to E. Yuma Avenue from Jackson Rd. to McColl Rd., which is within the City limits of the City of McAllen, Texas and which benefits the County Regional Linear Park Project through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the City of McAllen, Texas.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

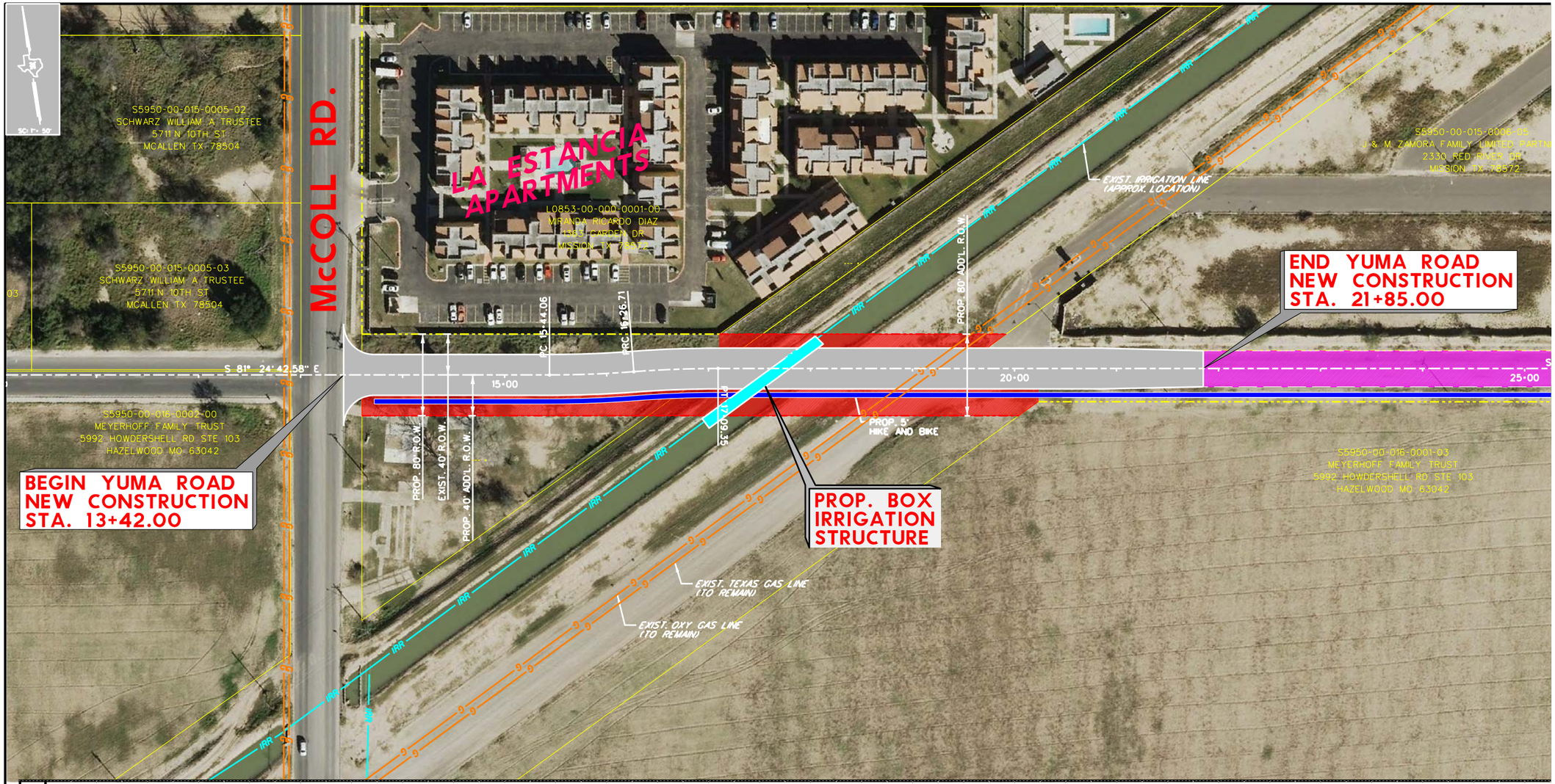
L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105
Exp. 08/31/2012

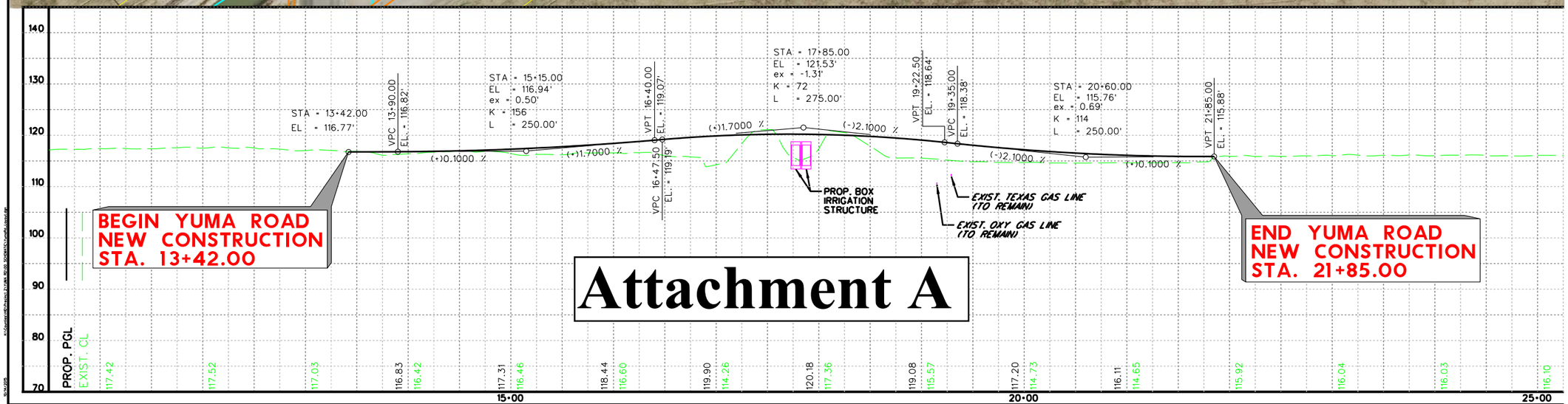
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

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

© 2012 Texas Department of Transportation

YUMA ROAD LAYOUT





Attachment A

AI-52590 **Precinct #3** **19. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Approval of 2015 interdepartmental transfer form CO's 1315 TXDOT-FM681 (program 070) to TXDOT -La Homa SH364 (program 045) in the amount of $2000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-123-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/10/15.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2015 03:14 PM
Glinda Pacheco	Glinda Pacheco	12/10/2015 08:49 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Norma Ceballos		Started On: 12/08/2015 04:00 PM
Final Approval Date: 12/11/2015		

DATE: December 7, 2015

DEPARTMENT HEAD: Commissioner Flores

2015
Transfer

DEPARTMENT NAME: Precinct #3

ACCOUNT NUMBER: 5-1315-431-00-123-XXX-0-XXX

CONTACT PERSON: Norma G. Ceballos **(956)585-4509 Ext #3007**

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
5-1315-431-00-123-070-0-841	TXDOT-Pct3 FM681 (SH107-FM2221/FM492) Aid to Other Govt	(2,000.00)
TO		
5-1315-431-00-123-045-0-841	TXDOT-Pct3 La Homa (SH495-FM1924) Aid to Other Govt	2,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **Pay Atlas, Hall & Rodriguez Invoices**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-52571 **Precinct #4** **20. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Hidalgo County Precinct 4 is requesting exemption from HCCC approved Orders for both Major and Minor Purchase Deadlines [as attached herein] so as to permit the processing of requisition 288563 [as attached herein with all supporting documentation] with vendor assurances in writing of delivery prior to 12-31-15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-40-124-136-0-740

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

BUDGETARY IMPACT:

Amount available for requisition# 288563 as of 12-10-15 $16,571.18 for F.R. GREEN THUMB LANDSCAPING LLC

Attachments

letter

memo

req

quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:57 AM
Manuel Chapa	Manuel Chapa	12/10/2015 10:46 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Monica Badillo		Started On: 12/07/2015 04:43 PM
Final Approval Date: 12/11/2015		

Green Thumb Irrigation & Landscaping
5818 N. Jackson Rd Edinburg, TX 78541 Phone:956-380-2289 Fax: 956-381-8631

Date:12-7-2015

To Whom it may concern,

Regarding the Landscaping estimate provided to Hidalgo County Prct.

If Green Thumb is given the approval by 12-16-2015, Green Thumb will assure that project will be completed and involved 100% by 12-30-2015.

Please note that all approval has to be in writing following the PO issued to Green Thumb Landscaping for this project.

Sincerely,

George Davis

12-7-15

Date

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW REQUESTED & RECOMMENDED

To: **All GENERAL FUND and/or APPLICABLE FUNDS-Elected Officials/Department Heads**

From: **Martha L. Salazar** — **HC Purchasing Agent**; **Raymundo Eufracio, CPA** — **HC Auditor**; **Sergio Cruz** — **HC Budget Officer**

Date: **October 13, 2015**

Re: **"Order" for Requisition Submission Date Deadline-"Major Purchases"**

Pursuant to action taken by Hidalgo County Commissioners Court on, Tuesday, October 13, 2015, this serve as your NOTICE of an approved "Order" setting of a **deadline of Friday, October 30, 2015 at 5:00 PM** for the submission of the following:

a) The submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2015) fiscal/calendar year for **MAJOR PURCHASES** (i.e., vehicles, furniture, equipment, etc.) **THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12/31/15;**

b) The proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2015 to qualify for payment under year 2015 budgets;

d) All open Purchase Orders from the 2015 budgets for which goods were not received or services not rendered by December 31, 2015 will lapse and those Purchase Orders will be charged to the 2016 Budget.

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-tem funding or creation of the proper-line item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that you feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation by your department to Commissioners' Court for direction and action. However, these also need IMMEDIATE notice to one of the above-three departments listed above in order to place on the Court's agenda prior to the deadline of **October 30, 2015**.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10/30/15 VIA EMAIL TO: rudy.salinas1@co.hidalgo.tx.us and FAX TO 292-7612.

_____ _____

Signature of Elected Official/Dept. Head/Program-Agency Director **Date**

_____ _____

Printed Name/Title **Department**

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW REQUESTED & RECOMMENDED

To: **All GENERAL FUND and/or APPLICABLE FUNDS-Elected Officials/Department Heads**

From: **Martha L. Salazar** — **HC, Purchasing Agent**; **Raymundo Eufracio, CPA** — **HC, County Auditor**; **Sergio Cruz** — **HC, Budget Officer**

Date: **October 13, 2015**

Re: **"Order" for Requisition Submission Date Deadline-"Day to Day Purchases"**

Pursuant to action taken by Hidalgo County Commissioners Court on, Tuesday, October 13, 2015, this will serve as your **NOTICE** of an approved "Order" setting a **deadline of Friday, November 06, 2015 at 5:00 PM** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of October 30, 2015, ORDERED by Commissioners Court in the MEMO you received from this department and dated, October, 13, 2015.

a) The submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2015) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) The proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of November 06, 2015

c) All goods and/or services must be received and rendered by December 31, 2015 to qualify for payment under year 2015 budgets;

d) All open Purchase Orders from the 2015 budgets for which goods were not received or services not rendered by December 31, 2015 will lapse and those Purchase Orders will be charged to the 2016 Budget.

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-tem funding or creation of the proper-line item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that you feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation by your department to Commissioners' Court for direction and action. However, these also need **IMMEDIATE** notice to one of the above-three departments listed above in order to place on the Court's agenda prior to the deadline of **November 06, 2015**.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 11/06/15 VIA EMAIL TO: rudy.salinas1@co.hidalgo.tx.us and FAX TO 292-7612.

_____ _____

Signature of Elected Official/Dept. Head/Program-Agency Director **Date**

_____ _____

Printed Name/Title **Department**

Requisition

Req # 00288563

PO #

Date: 12/03/15

Bill To: x
x

Vendor : 366846
F.R. GREEN THUMB LANDSCAPING LLC
5212 N JACKSON RD
EDINBURG TX 78541
FAX (956)381-8631

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: EDELUNA
956-383-3112

Contract No:

Special Instructions:
PCT#1268

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EMERGENCY SERVICES FACILITY LINN-SAN MANUEL DO NOT DUPLICATE ORDER		
6.00	EACH	OM OM LIVE OAK 2"-3" CAL	180.00	1,080.00
4.00	EACH	OM OM BIRD OF PARADISE 15 GAL	102.00	408.00
20.00	EACH	OM OM TEXAS SAGE 5 GAL	14.40	288.00
16.00	EACH	OM OM RED IXORA 3 GAL	9.60	153.60
8.00	EACH	OM OM CROTON 3 GAL	10.80	86.40
3.00	EACH	OM OM TI PLANT 3 GAL	10.80	32.40
21.00	EACH	OM OM PURPLE FOUNTAIN GRASS 1 GAL	3.60	75.60
3600.00	FT	OM OM CYNDON DACTYLON-BERMUDA SOD SQ. FT.	.40	1,440.00
6415.00	FT	OM OM CYNDON DACTYLON-BERMUDA HYDRO SQ. FT.	.06	384.90
6415.00	FT	OM OM FINISH GRADE FOR LAWN AREAS SQ FT	.04	256.60
615.00	FT	OM OM BED PREP SQ FT	.15	92.25
23.00	YARDS	OM OM EXCAVATE 12" FOR PLANTING BEDS CU YD	12.00	276.00
80.00	EACH	OM OM HARDWOOD MULCH 2 CU FT BAG	4.50	360.00
18.00	YARDS	OM OM 9" PLANTING MIX COMPACTED CU YD	50.00	900.00
615.00	FT	OM OM HERBICIDE - ROUND UP BED AREAS & LAWN AREAS SQ FT	.01	6.15
615.00	FT	OM OM FERTILIZER SQ FT	.03	18.45
1.00	BOX	OM OM PLANTING TABLETS AGROFORM 21 GRAM BOX	85.00	85.00
615.00	FT	OM OM PRE-EMERGENT - BED AREAS SF	.03	18.45
18.00	EACH	OM OM TREE STAKING 8' HT	9.75	175.50
1.00	ROLLS	OM OM WEED BARRIER 900 SQ FT / ROLL	95.00	95.00
10.00	FT	OM OM 4" BLACK ALUMINUM EDGING L FT	3.50	35.00
1.00	YEAR	OM OM WARRANTY FOR TREE/PALMS 1 YEAR	212.00	212.00
1.00	EACH	OM OM SUPERVISION, LABOR, INS.	2,591.88	2,591.88
1.00	EACH	OM OM IRRIGATION BASE BID: INCLUDES SLEEVES, NO METER INCLUDED	7,500.00	7,500.00
		Account No	Encumbrance	
		5-1100-419-40-124-136-0-740	16,571.18	
			Freight	.00

Authorized By: _____

Requisition

Req # 00288563

PO #

Date: 12/03/15

Bill To: x
x

Vendor : 366846
F.R. GREEN THUMB LANDSCAPING LLC
5212 N JACKSON RD
EDINBURG TX 78541
FAX (956)381-8631

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		LANDSCAPE AND IRRIGATION	Total	16,571.18

Authorized By: _____

Pct# 1268
Req# 288563
PO #

NOV 23 2015

Green Thumb Irrigation & Landscaping

5818 N. Jackson Rd Edinburg, TX 78541 Phone:956-380-2289 Fax: 956-381-8631

Internal Landscape Estimate

Estimate Date:	11/10/2015	Estimate By:	George Davis
Estimate Time:	2 P.M.		
Name:	Emergency Services Facility		
Address:	San Manuel Linn Tx		

Plants / Materials	Size	Quantity	Price	Total
Landscape Base Bid				***$9,071.58***
Live Oak	*2-3" cal.*	*6*	*$180.00*	*$1,080.00*
Bird of paradise	*15 gal.*	*4*	*$102.00*	*$408.00*
Texas Sage	*5 gal.*	*20*	*$14.40*	*$288.00*
Red Ixora	*3 gal.*	*16*	*$9.60*	*$153.60*
Croton	*3 gal.*	*8*	*$10.80*	*$86.40*
Ti-Plant	*3 gal.*	*3*	*$10.80*	*$32.40*
Purple Fountain Grass	*1 gal.*	*21*	*$3.60*	*$75.60*
cyndon Dactylon-Bermuda Sod	*sq.ft*	*3600*	*$0.40*	*$1,440.00*
cyndon Dactylon-Bermuda Hydro	*sq.ft*	*6415*	*$0.060*	*$384.90*
Finish Grade for lawn areas	*sq.ft*	*6415*	*$0.04*	*$256.60*
Bed Prep.	*sq.ft*	*615*	*$0.15*	*$92.25*
Excavate 12" for planting beds	*cu. yd.*	*23*	*$12.00*	*$276.00*
Hardwood mulch	*2cu.ft/bag*	*80*	*$4.50*	*$360.00*
9" Planting mix Compacted	*cu. yd.*	*18*	*$50.00*	*$900.00*
Herbicide - Round Up Bed Areas & lawn areas	*sq.ft.*	*615*	*$0.010*	*$6.15*
Fertilizer	*sq.ft.*	*615*	*$0.030*	*$18.45*
Planting Tablets Agroform 21 GRAM	*box*	*1*	*$85.00*	*$85.00*
Pre-Emergent - Bed Areas	*s.f.*	*615*	*$0.03*	*$18.45*
tree staking	8' ht	18	*$9.75*	*$175.50*
Weed Barrier	900sq.ft/roll	1	*$95.00*	*$95.00*
4" Black Aluminum Edging	l.ft.	10	*$3.50*	*$35.00*
Warranty for Tree/Palms	1 Year	1	*$212.40*	*$212.40*
Supervision, Labor, Ins.	-	1	*$2,591.88*	*$2,591.88*
Irrigation Base Bid: Includes sleeves, no meter included.		*1*	$ 7,500.00	***$7,500.00***

Note 1: This Estimate is Prepared according to specifications, and plans L-1, L-2 There will be additional costs for any modifications within property line.
Note 2: This Proposal is Per Unit Price includes all material, labor, equipment, warranty, and supervision.
Note 3: Unless Otherwise expressly Noted, Items not Listed in Included Section are Excluded from Bid.
Note 4: Green Thumb is not responsible for any irrigation water bills.
Note 5: This Proposal is according the the property boundaries any additional work outside the property boundaries will be charge.

Tax (if Applicable)		
BID TOTAL		***$16,571.58***

George DAVIS
239-0134

JAIME GUERRA

11-23-15

AI-52570 **Precinct #4** **20. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authorization for Commissioner Joseph Palacios to sign request for Modification of Groundwater Sampling and Analysis Plan for the Closed Pct. 4 Landfill (MSW Permit 1593-A).

BACKGROUND

Fee is $ 150.00

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-124-001-0-334

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

BUDGETARY IMPACT:

The PO number is 724748 granted to Modern Technology-Modern Environment. PO was issued on 4/27/15.

Attachments

final

fee

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:57 AM
Manuel Chapa	Manuel Chapa	12/10/2015 11:09 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Monica Badillo		Started On: 12/07/2015 04:35 PM
Final Approval Date: 12/11/2015		

Modern Technology-Modern Environment

09 December 2015

Mr. Chance Goodin, Manager
Municipal Solid Waste Permits Section
Waste Permits Division
TCEQ
MC 124
12100 Park 35 Circle, Building F
Austin, TX 78753

RE: Modification of Groundwater Sampling and Analysis Plan (GWSAP)
Hidalgo County Precinct 4 Closed Landfill, MSW Permit No. 1593-A
CN 600753990/RN102120763 Hidalgo County, Texas

Dear Mr. Goodin,

Please find enclosed the permit modification form TCEQ-20650 and the required attachments. The modification (with public notice) is submitted to update the facility GWSAP to meet the requirements of 30 TAC 330.401(b). Because the existing GWSAP is very dated, it has been completely stricken and replaced with an entirely new document. The format and principle content of the new document have been through review for the 2006 rule revision and is used on several facilities.

Please contact me at the address/phone below or by email at: mitch@mtmetex.com if we can provide any additional information that will aid in your review.

Respectfully submitted,
Modern Technology – Modern Environment

DRAFT

Mitch Hudgins, P.E.

Enclosures: Modification form and Attachments 1 through 4

cc: Mr. Martin Ramirez, Hidalgo County
Mr. Jaime Garza, TCEQ Region 15

Facility Name:
Permittee/Registrant Name:
MSW Authorization #:
Initial Submittal Date:
Revision Date:

Texas Commission on Environmental Quality

Permit/Registration Modification and Temporary Authorization Application Form for an MSW Facility

1. Reason for Submittal

☐ Initial Submittal ☐ Notice of Deficiency (NOD) Response

2. Authorization Type

☐ Permit ☐ Registration

3. Application Type

☐ Modification with Public Notice ☐ Modification without Public Notice

☐ Temporary Authorization (TA) ☐ Modification for Name Change/Transfer

4. Application Fees

☐ Pay by Check ☐ Online Payment

If paid online, e-Pay Confirmation Number:

5. Application URL

Is the application submitted for a permit/registration modification with public notice?

☐ Yes ☐ No

If the answer is "Yes", enter the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted in the space provided: http://

6. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☐ No

If "Yes", cross-reference the confidential documents throughout the application and submit as a separate attachment in a binder clearly marked "CONFIDENTIAL."

7. General Facility Information

Facility Name:

MSW Authorization No.:

Regulated Entity Reference No.:

Physical or Street Address (if available):

City: County: State: Zip Code:

(Area code) Telephone Number:

Latitude: Longitude:

8. Facility Type(s)

☐ Type I ☐ Type IV ☐ Type V

☐ Type I AE ☐ Type IV AE ☐ Type VI

9. Description of the Revisions to the Facility

Provide a brief description of all revisions to the permit/registration conditions and supporting documents referred by the permit/registration, and a reference to the specific provisions under which the modification/temporary authorization application is being made. Also, provide an explanation of why the modification/temporary authorization is requested:

10. Facility Contact Information

Site Operator (Permittee/Registrant) Name:

Customer Reference No. (if issued)*: CN

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-mail Address:

TX Secretary of State (SOS) Filing Number:

*If the Site Operator (Permittee/Registrant) does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Site Operator (Permittee/Registrant) as the Customer.

Operator Name[1]:

Customer Reference No. (if issued)*: CN

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-mail Address:

Charter Number:

[1]If the Operator is the same as Site Operator/Permittee type "Same as "Site Operator (Permittee/Registrant)".
*If the Operator does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Operator as the customer.

Consultant Name (if applicable):

Texas Board of Professional Engineers Firm Registration Number:

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address:

Agent in Service Name (required only for out-of-state):

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address:

11. Ownership Status of the Facility

Is this a modification that changes the legal description, the property owner, or the Site Operator (Permittee/Registrant)?

☐ Yes ☐ No

If the answer is "No", skip this section.

Does the Site Operator (Permittee/Registrant) own all the facility units and all the facility property?

☐ Yes ☐ No

If "No", provide the information requested below for any additional ownership.

Owner Name:

Street or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address (optional):

Charter Number:

Signature Page

I, _____, _____,
(Site Operator (Permittee/Registrant)'s Authorized Signatory) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____ Date: _____

- -

TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, _____ , hereby designate _____
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

_____
Printed or Typed Name of Operator or Principal Executive Officer

_____
Signature

-- -

SUBSCRIBED AND SWORN to before me by the said _____

On this _____ day of _____, _____

My commission expires on the _____ day of _____ , _____

_____
Notary Public in and for

_____ County, Texas
(Note: Application Must Bear Signature & Seal of Notary Public)

Permit/Registration Modification with Public Notice

(See Instructions for P.E. seal requirements.)

Required Attachments	**Attachment No.**
Land Ownership Map	
Land Ownership List	
Marked (Redline/Strikeout) Pages	
Unmarked Revised Pages	

Additional Attachments as Applicable- Select all those apply and add as necessary

☐ Signatory Authority
☐ Fee Payment Receipt
☐ Confidential Documents

Permit / Registration Modification without Public Notice or TA

(See Instructions for P.E. seal requirements.)

Required Attachments (for Modifications only)	**Attachment No.**
Marked (Redline/Strikeout) Pages	
Unmarked Revised Pages	

Additional Attachments as Applicable- Select all those apply and add as necessary

☐ Signatory Authority
☐ Fee Payment Receipt
☐ Confidential Documents

Permit / Registration Name Change / Transfer Modification

(See Instructions for P.E. seal requirements.)

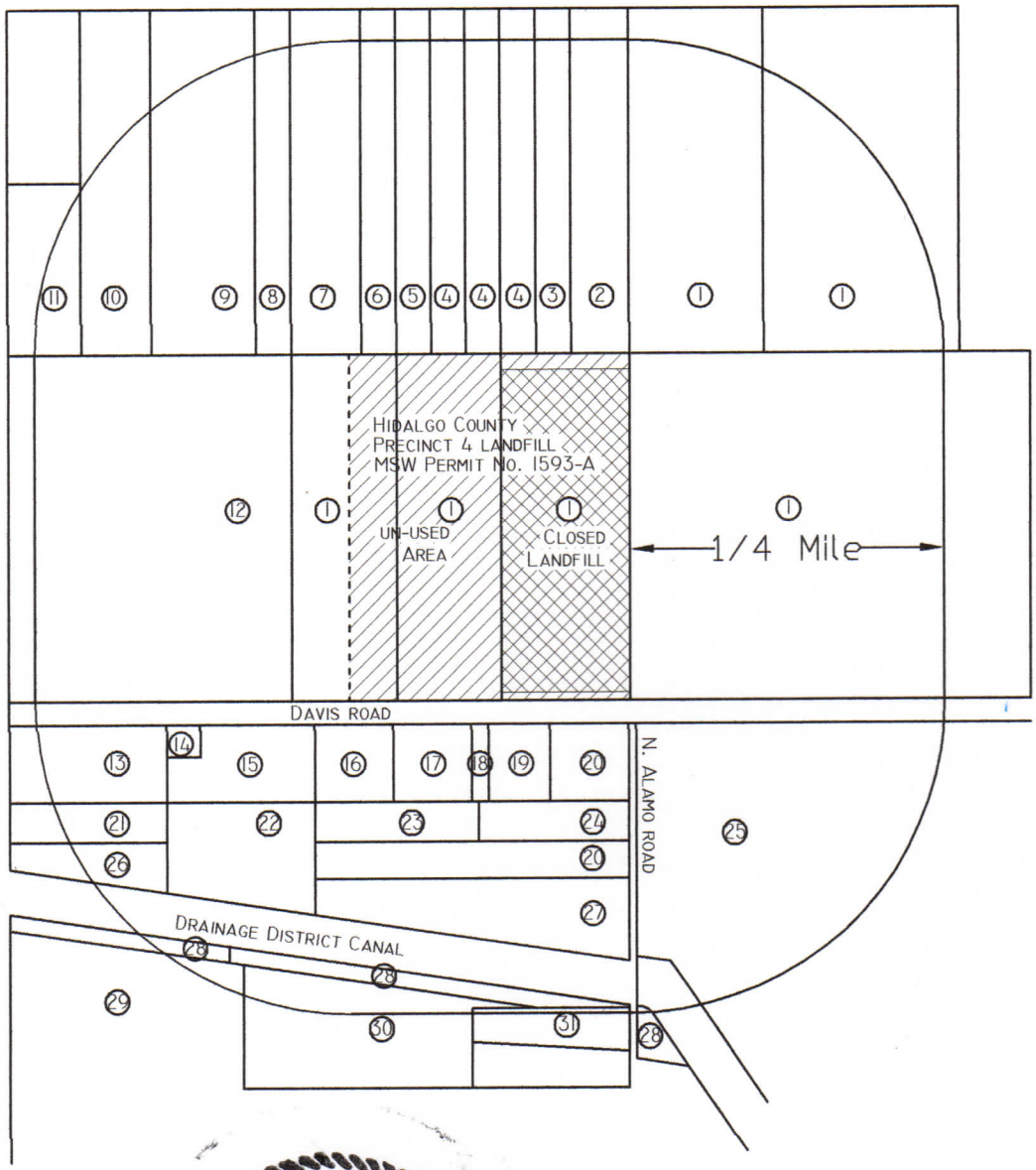
Required Attachments	**Attachment No.**
TCEQ Core Data Form(s)	
Property Legal Description	
Property Metes and Bounds Description	
Metes and Bounds Drawings	
On-Site Easements Drawing	
Land Ownership List	
Land Ownership Map	
Property Owner Affidavit	
Verification of Legal Status	
Evidence of Competency	

Additional Attachments as Applicable- Select all those apply and add as necessary

- ☐ Signatory Authority
- ☐ Fee Payment Receipt
- ☐ Confidential Documents
- ☐ Final Plat Record of Property, if platted
- ☐ Assumed Name Certificate

ATTACHMENT 1

Land Ownership Map



STATE OF TEXAS
G. M. HUDGINS
73845
LICENSED
PROFESSIONAL ENGINEER
11/10/15

LEGEND:

(12) -- PROPERTY OWNER I.D.
SEE ACCOMPANYING LIST

NOTES:

FIGURE DRAWN FROM HIDALGO COUNTY APPRAISAL DISTRICT'S ON-LINE MAPS. NOT SURVEYED PLATS. NOT TO BE RELIED UPON OTHER THAN TO IDENTIFY PROPERTIES WITHIN 1/4 MILE RADIUS FOR NOTICE.

1/4 0 1/4

APPROXIMATE SCALE IN MILES

Texas Registered Engineering Firm F-10265
MODERN TECHNOLOGY - MODERN ENVIRONMENT
548 Naples St. Corpus Christi, Texas 78404
(361) 533-7102

DRAWN BY:	GMH
APP'D BY:	GMH
DATE:	11/5/15
SCALE:	AS SHOWN
MTME Drawing No.:	Property GWSAP.dwg

LAND OWNERSHIP MAP

Hidalgo County Precinct 4, MSW Permit No. 1593-A

GWSAP Modification

Figure 1

ATTACHMENT 2

Land Ownership List

1/4TH MILE LANDOWNERSHIP LIST - HIDALGO CO. PRECINT 4 GWSAP MODIFICATION

1.
HIDLGO COUNTY
PO BOX 1356
EDINBURG TX 78540

2.
ERIC S GUTIERREZ & MARIA AIDEE GARCIA
6314 PROMENADE AVE
EDINBURG TX 78542

3.
RENE ECHAVARRIA
5112 E RAMSEYER RD
EDINBURG TX 78542

4.
OSVALDO & ANA MARIA ZAMORA
5104 E RAMSEYER RD
EDINBURG TX 78542

5.
ARMANDO AND MARIA G GONZALEZ
820 S 12TH PL
ALAMO TX 78516

6.
MARIA YOLANDO TREVINO
632 LUCY CT
EDINBURG TX 78541

7.
EUGINIO LONGORIA & PONCIANO LONGORIA III
1001 VISTA HERMOSA ST
EDINBURG TX 78539

8.
ANDY PEREZ
4702 E RAMSEYER RD
EDINBURG TX 78542

9.
ISAIAS & TRINIDAD GONZALEZ
2508 BENITO A RAMIREZ RD
EDINBURG TX 78542

10.
JOSE M JR & YVETTE PEREZ
7100 N 23RD LN
MCALLEN TX 78504

11.
MANI SKARIA
713 SHASTA AVE
MCALLEN TX 78504

12.
EVELYN EAST & ALICE GK TRUSTEE
PO BOX 56
LINN TX 78563

13.
WAYNE GLOVER BARNES
CO REYNALDO RODRIGUEZ
4408 E DAVIS RD
EDINBURG TX 78542

14.
SYLVIA A ZUNIGA
4510 E DAVIS RD
EDINBURG TX 78542

15.
VITALIO ZUNIGA
4512 E DAVIS RD
EDINBURG TX 78542

16.
DAVID A ZUNIGA
5004 E DAVIS RD
EDINBURG TX 78542

17.
GRACIE ZUNIGA
5004 E DAVIS RD
EDINBURG TX 78542

18.
SAN LUANA SALAZAR
5004 E DAVIS RD
EDINBURG TX 78542

19.
GUADALUPE LOPEZ
408 S IRONWOOD ST
PHARR TX 78577

20.
EDELMIRO SANCHEZ CUSTODIAN
ISAAK SANCHEZ
PO BOX 898
PHARR TX 78577

21.
YODAFORU TRUST
CO ABRAM & CECILIA ESPINOZA
4506 E DAVIS RD
EDINBURG TX 78542

22.
ESEQUIEL & IRMA LOPEZ
4511 N NOWELL DR
EDINBURG TX 78542

23.
MANUEL LUNA
ESTATE OF GLORIA CORNELIESEN
5004 E DAVIS RD
EDINBURG TX 78542

24.
JOSIE ANN SANCHEZ CUSTODIAN
ISAAK SANCHEZ
PO BOX 898
PHARR TX 78577

25.
US FISH & WILDLIFE SERVICE
PO BOX 1306
ALBUQUERQUE NM 87103

26.
VINCENT & NILDA F CANTU
PO BOX 3721
EDINBURG TX 78540

27.
TR & LILIA PERDUE
PO BOX 3791
MCALLEN TX 78502

28.
HIDALGO CO DRAIN DIST NO 1
902 N DOOLITTLE RD
EDINBURG TX 78542

29.
RAYMOND F DOERFLER
901 ALL DAY ST
ROCKDALE TX 76567

30.
WILLIAM AND KATHERINE BROZOWSKI
202 SMITH STREET
COLUMBUS TX 78934

31.
RUDOLFO & DOMINGA GALVAN
RR 12 BOX 2465
EDINBURG TX 78542

ATTACHMENT 3

Marked (Redline/Strikeout) Pages

GROUND WATER SAMPLING AND ANALYSIS PLAN

HIDALGO COUNTY PRECINCT No. 4 LANDFILL
HIDALGO COUNTY, TEXAS

MSW PERMIT No. 1593-A

SEPTEMBER 2000

Prepared for:

J.E. SAENZ & ASSOCIATES, INC.
and
THE COUNTY OF HIDALGO

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STATE OF TEXAS
STEVEN W. FUNDERBURG
65467
REGISTERED PROFESSIONAL ENGINEER

8.31.00

Submitted to:

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
MUNICIPAL SOLID WASTE DIVISION

Prepared By:

RABA-KISTNER CONSULTANTS, INC.

37740

Project No. ASF00-065-00
September 1, 2000

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APPENDICES

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1.0 Introduction

In accordance with the Agreed Order (Docket No. 1999-0695-MSW-E) and applicable Texas Natural Resource Conservation Commission (TNRCC) regulations, the Ground Water Sampling and Analysis Plan (GWSAP) presented herein was prepared to describe procedures and methodologies associated with the collection, handling and laboratory testing of ground water samples at the Hidalgo County Precinct No. 4 Landfill (Permit No. MSW-1593A) located in Edinburg, Hidalgo County, Texas. The purpose of the GWSAP is to define site-specific standards and practices for ground water sampling and analysis within the context of a stand-alone document that provides a concise set of instructions to sampling and analytical personnel conducting a ground water sampling program. The GWSAP was developed in accordance with *30 TAC §330.233* and TNRCC guidance document RG 74 entitled *Guidelines for Preparing a ground-Water Sampling and Analysis Plan* to ensure that representative ground water data are obtained at the subject landfill. Figures, tables, and supplemental information referenced herein are provided in respective "Figures", "Tables", and "Appendices" sections immediately following the narrative portion of the GWSAP.

The ground water sampling program will be conducted in accordance with the procedures established herein. Although the GWSAP addresses the collection, handling, storage, and treatment of the samples, both in the field and at the testing laboratory, the contract laboratory that performs analyses of ground water samples will submit a Laboratory Standard Operating Procedures (LSOP) document to the TNRCC prior to the implementation of the sampling program. The LSOP will describe specific laboratory protocols used to provide data of stated quality with a stated probability of being correct including all procedures to handle and analyze samples from receipt until results are officially reported.

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Ground water samples will be collected from the ground water monitoring wells installed as part of landfill closure activities (see ***Figure II.1: Proposed Ground Water Monitor Well Locations***). As presented on Figure II.1, a network comprised of ten (10) ground water monitoring wells will be installed along the periphery of buried municipal solid waste (MSW) at the subject landfill.

2.0 Monitoring Well Inspection

The location of each monitoring well will be initially verified using a current site map to ensure that appropriate monitoring wells are identified for sampling. The unique monitoring well identification numbers will be verified with the identification markers shown on well installations and recorded on a well inspection and sampling (WIS) form (see ***Appendix II.1***). The WIS form will accompany field personnel performing ground water monitoring to the subject landfill during all monitoring events.

Prior to the commencement of monitoring well gauging or purging activities, the condition of all site wells will be visually inspected. The well casing and concrete pads will be checked for the presence of cracks or fissures that could compromise the integrity of the surface completion. Each well will be additionally inspected for damage due to vandalism, animals or insects, and/or heavy equipment operations. Descriptions of apparent well damage or conditions conducive to the transmission of surface runoff along monitoring well installations will be noted in the 'Comments' section of the WIS form.

3.0 Gas Monitoring / Water-Level Measurements

The presence of explosive gases within the well casing at respective monitoring well/piezometer locations will be evaluated utilizing a properly calibrated landfill gas monitor. Measurements will consist of gas temperature, pressure and concentration. Well casings will be screened during each monitoring event to verify that the concentration of methane gas does not exceed 25 percent of the lower explosive limit (LEL) for methane. In the event that methane is detected at concentrations that exceed 25 percent of the LEL, steps will be immediately taken to ensure the protection of human health and safety pursuant to contingencies described in the accompanying Landfill Gas Management Plan (LFGMP) and *30 TAC §330.56*(n). A record of field methane measurements will be recorded on the WIS form.

Prior to purging site monitoring wells, depth to water and total well depth measurements will be gauged at each well location from a permanent, clearly marked reference point located at the TOC. All measurements will be recorded to the nearest hundredth of a foot utilizing an electronic water-level indicator (e-line). To ensure that potential contaminants are not introduced to site monitoring wells as the result of gauging activities, the e-line probe and measurement tape will be decontaminated before and after each use. Decontamination procedures are further described in Section 4.0 of this plan. All decontamination fluids will be containerized pending the results of ground water sampling and analyses.

4.0 Well Purging

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In order to secure representative ground water samples, monitoring wells will be purged in order to remove water from the well casing that may not be chemically representative of the formation ground water. Well purging will be accomplished utilizing either a properly decontaminated electric pump or a dedicated Teflon® or polyethylene bailer. In the event that an electric pump is used to purge monitoring wells, purging equipment including pump, tubing, and connectors will be decontaminated according to the following procedure: 1) an initial wash in a mild solution containing a biodegradable, phosphate-free detergent such as Alconox®; 2) a second wash utilizing clean drinking-grade water; and 3) final rinse with reagent-grade water obtained from the contract analytical laboratory. In order to prevent cross-contamination of purging equipment by field personnel, clean, disposable, powder-free, nitrile gloves will be used when handling the decontaminated purging equipment. Prior to purging and sampling, clean, disposable plastic sheeting will be placed around respective wells in order to prevent clean equipment from coming into contact with the ground.

During purging, a minimum of three (3) casing volumes of ground water will be removed from respective monitoring wells. As indicated on the attached WIS form (see ***Attachment II.2***), the volume of water to be removed at each well location will be calculated based on the respective height of the water column in the monitoring well and the well casing diameter. If sufficient ground water is available, purging will continue until field parameters including pH, temperature, turbidity, and conductivity have stabilized and the ground water is clear. A description of measurement protocols for field parameters is provided in Section 6.2 of this plan.

In the event that monitoring wells recharge very slowly, wells will be purged to dryness in order to remove stagnant water from well casings. Wells will be allowed sufficient time (maximum of 72 hours) to recover such that ground water samples can be collected. Whenever possible, the

ground water level shall be allowed to recover to within 90 percent of the original water level measurement prior to purging. Based upon a review of historical ground water monitoring data available for the subject landfill, it is anticipated that ground water levels will recover to the 90 percent pre-purging elevations within 12 to 24 hours of purging. In the event that sufficient well volume for sampling is not available within 72 hours of purging, respective wells will be reported as "purged dry with insufficient sampling volume after 72 hours" on the WIS form and in the corresponding Ground Water Sampling and Analyses Report submitted to the TNRCC.

All data collected prior to sampling will be recorded on the WIS form and will include the following at a minimum:

- initial depth to water,
- measured depth to the bottom of the well,
- height of the water column inside the well,
- well volume,
- purging discharge rate,
- well purging time,
- volume purged from the well,
- a record of pH, conductivity, temperature, turbidity readings, and
- information from the well inspection and other pertinent information.

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All ground water removed from site monitoring wells during the purging activities will be stored in labeled 55-gallon drums or similar containers. The ground water containers will be temporarily stored at a secured site location until analytical results are received from the contract laboratory. If the report of laboratory analyses indicate that the concentrations of contaminants do not exceed levels of concern as determined by the TNRCC, the water will be applied to the unsaturated soil on-site. In the event that analytical results indicate concentrations of contaminants that are above levels of concern or classified as hazardous by the TNRCC, the water will be properly disposed of at a waste-water treatment facility, other authorized facility, or hazardous waste facility in accordance with applicable TNRCC and Federal regulations.

5.0 Timing and Order of Sampling

In association with each monitoring event, ground water sampling will be accomplished as soon as practicable subsequent to the completion of purging activities to avoid temporal variations in water levels and water chemistry. When possible, sampling activities will be conducted within twenty-four (24) hours of well purging. As described in Section 4.0 of this plan, a maximum of 72 hours will be allowed subsequent to purging in the event that monitoring wells recharge slowly and sufficient water volume is not available for sampling at a lesser duration. In general, the time interval between purging and sampling activities will be kept to a minimum, particularly when the analysis of volatile organic compounds (VOCs) is required.

In an effort to avoid cross-contamination of samples between monitoring wells during respective monitoring events, sampling will commence at the monitoring well which is known to be the least contaminated and conclude with the most contaminated well. In the absence of contamination data for newly installed monitoring wells during initial background monitoring events, the order of sampling will be from the well with the highest water-level elevation to the

well with the lowest elevation (upgradient to downgradient) for each group of wells completed within a discrete water bearing interval.

6.0 Sample Collection, Preservation, and Shipment

In an effort to maximize the validity of ground water samples and protect sample integrity, the following procedures for sample collection, preservation and shipment will be implemented. The methods and procedures described herein will be consistently applied at all site monitoring wells and throughout subsequent ground water monitoring events.

6.1 Sample Collection

Ground water samples will be collected at each well location utilizing a new, clean, disposable bailer suspended from new, clean nylon string. In order to minimize turbulence and aeration and associated potential volatilization of organic compounds during sampling, bailers will be equipped with a bottom-emptying device allowing water to be discharged slowly from the bottom directly into sample containers. Field personnel will wear new, clean, disposable nitrile gloves throughout the duration of sampling at each well location. Soiled sample bottles, bailers, nylon string, and filtration media will not be reused at subsequent well sampling locations.

In the event that ground water samples are collected immediately subsequent to purging activities (6 to 12 hours), it is not anticipated that ground water present at the top of the water column will be oxidized to an extent that could potentially affect the collection representative ground water samples. In the event that sufficient sample volume recharges into monitoring wells and sampling is conducted within 24 hours of purging the first portion of collected water (approximately 2 liters) will be discarded to eliminate potentially oxidized water prior to filling sample containers. In the event that site wells recharge slowly and must be sampled 24 to 72 hours subsequent to purging, a lesser volume may be initially discarded in order to preserve sufficient sampling volume for analytical chemistry assignments.

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6.2 Field Measurements

An unfiltered portion of the ground water will be poured into a clean container for field measurement of temperature, specific conductance, and pH. The temperature readings will be measured immediately upon collection. Subsequently, measurements of specific conductance will be accomplished to avoid any effect on the sample from salts on the pH probe. The specific conductance readings will be followed by the pH measurements. In addition to recording ground water parameter measurements, observations regarding the ground water color, odor, foaming, presence of more than one phase of liquid, and turbidity will be recorded on the WIS form.

Equipment utilized for the field measurements will be calibrated each day that the equipment is used in the field. Copies of the daily calibration logs will be kept on file and presented in the Ground Water Sampling and Analyses Report. Provisions will be made for backup equipment in the event of a primary equipment failure during the course of a monitoring event.

6.3 Sample Containers

The volume of samples and the types of sample containers depends on the parameters to be analyzed during respective monitoring events and will be consistent with recommendations

provided by the TNRCC in *RG-74, Attachment A*, which are based upon EPA guidance. Sampling, preservation, and storage procedures for potential ground water monitoring parameters are presented in ***Table II-1***.

As recommended in *RG-74*, sample containers will be filled in the following order according to volatilization sensitivity:

1. **VOCs** (volatile organic compounds)
2. **SVOCs** (semi-volatile organic compounds)
3. **NPOC** (non-purgeable organic carbon, also called TOC or total organic carbon)
4. **Metals**
5. **Other Inorganic Parameters**

Although volatilization is of primary concern during VOC sampling, designated VOC vials will additionally be sampled from the same bailer in order to prevent inhomogeneity in the samples resulting from the presence of suspended sediments. As referenced in Section 6.3 and 7.0 of *RG-74*, inhomogeneity of samples owing to the presence of suspended sediments is additionally of concern when collecting samples with a bailer to the extent that VOCs adsorbed to sediment particles can influence measured concentrations in ground water. However, as wells will be properly designed, constructed, and installed, it is not anticipated that appreciable suspended sediments will be encountered during sampling activities.

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The contract analytical laboratory will supply appropriate pre-preserved sampling containers, labeled by analyte, prior to the mobilization of sampling personnel to the subject landfill. Sample containers will be subsequently labeled in the field for identification purposes and will include the following information at a minimum: site identification, monitoring well number, date and time of sample collection, type of preservatives used, analyses to be performed (in accordance with laboratory designation), and the name of the sampler. Information will be written on laboratory-supplied sample labels using indelible ink and covered with transparent tape to protect written data.

6.4 Types of Sample Containers

As referenced in ***Table II.1*** of this plan, the following sample containers and protocols will be utilized during ground water monitoring at the subject landfill.

- VOCs: Two (2) 40-ml glass vials with special caps containing Teflon septa will be used per analysis. Containers will be pre-preserved with HCL by the contract laboratory. Prior to filling, the septum of each vial will be placed with the Teflon side toward the sample. During filling, water will be allowed to stream down the inner wall of the vial to minimize formation of air bubbles. The vials will be slightly overfilled in order to create a positive meniscus. Upon completion of filling, caps will be carefully screwed on to avoid leaving any airspace within the vials. In the event that an air bubble forms in a vial subsequent to capping, an additional separate 40-ml sample will be collected.

- SVOCS: One (1) glass one-liter bottle with Teflon-lined cap will be used per analysis. Containers will be completely filled and capped.

- Metals: One (1) polyethylene one-liter bottle, pre-preserved with HNO_3 by the contract laboratory, will be used per analyses for total metals. Containers will be completely filled and capped. In the event that dissolved metals are to be tested, samples will be field filtered prior to adding the preservative in accordance with the procedure described in Section 7.0 of this plan.

- Other Inorganic Parameters: Depending on the specific parameters to be analyzed, one or more glass/plastic one-liter containers will be used per analyses of the suite of inorganic parameters including those listed on ***Table II.1***. With the exception of ammonia (in the event that it is assigned for analysis), preservatives will not be used on samples collected for other inorganic parameter analyses.

- NPOC (TOC): In the event that NPOC analyses are assigned, quadruplicate 100-ml amber glass bottles with Teflon-lined caps will be used per analyses. Sample containers will be filled to capacity (no airspace) to minimize the possibility of volatilization of organics, if present. In the event that samples cannot be analyzed within 48 hours of collection, containers pre-preserved with HCL by the contract laboratory will be used.

6.5 Sample Preservation and Holding Times

As described in *RG-74*, sample preservation is intended to 1) retard biological action, 2) retard hydrolysis, and 3) reduce sorption effects. Preservation methods are generally limited to pH control, chemical addition, refrigeration, and protection from light. Specific preservation methods for analytes that may be assigned in association with ground water monitoring at the subject landfill are presented in ***Table II.1*** of this plan.

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Specific sample volumes required for each analysis and associated sample holding times will be reviewed with the contract analytical laboratory prior to sampling. In general, these requirements will be consistent with those presented in ***Table II.1***.

6.6 Sample Storage and Transport

In accordance with preservation requirements presented in ***Table II.1***, sample containers will be placed into a clean, insulated cooler and kept on ice following sample collection. Adequate ice will be kept on the samples to maintain a maximum temperature of 4°C (39.2°F) during transport to the contract analytical laboratory. The samples will be kept in the sampler's possession at all times and will be submitted to the laboratory via proper chain-of-custody protocol within forty-eight (48) hours of sampling.

6.7 Chain-of-Custody Documentation

Appropriate Chain-of-Custody (COC) procedures will be implemented to ensure sample integrity and to provide technically and legally defensible ground water quality data. At any time that a ground water monitoring event is conducted, a COC form will be completed, placed in a sealable plastic bag, and placed in the cooler with the samples collected. The completed COC form will accompany the samples at every step from the field to the laboratory and will be signed by each party handling the samples, from sampler, through transporter to the laboratory to document the possession of the samples at all times. An example COC form is provided as ***Appendix II.2*** of this plan.

In the event that samples are sent by mail to the contract analytical laboratory, packages containing samples will be certified with return receipt requested to document shipment. If the samples are shipped via overnight courier, the bill of lading will be retained to document shipment. Copies of the return receipt/bill of lading will be subsequently attached to the COC at the completion of each stage of shipment.

6.8 Documentation of Sampling

As described in Sections 2.0 through 4.0 of this plan, information related to a sampling event will be recorded on the WIS form (see ***Appendix II.1***). All entries will be legible and made in indelible black ink. Entry errors will be crossed out with a single line, dated, and initialed by the person making the corrections. Sufficient information including sample location, date, time, weather, name and affiliation of field personnel, field measurements including the numerical values and units, the integrity of the well, methane gas measurements, etc. will be recorded on WIS forms such that the monitoring event can be reconstructed without relying on the sampler's memory. Completed forms will be maintained in project files as a permanent record of ground water monitoring activities.

7.0 Sample Filtration

As described in *RG-74*, samples are typically filtered to remove sediments that can cause interferences during analysis. Filtering is essential in determining the concentration of dissolved constituents in ground water because suspended sediments in the sample can react and change the concentration of some of the dissolved constituents. In the event that samples are filtered, acid preservatives are added to the sample subsequent to filtering to avoid breaking down clay molecules or placing absorbed ions into solution, which may result in artificially high concentrations of metals.

Pursuant to *30 TAC §330.233* and discussed in *RG-74*, samples that are to be analyzed for organic constituents listed in *30 TAC §330.241, Table 1* will not be field-filtered. In accordance with recommendations provided by the TNRCC ground water samples will be analyzed for dissolved metals as these are often better indicators of potential contamination than analyses for total metals. Field filtering will be conducted on samples to be submitted for analyses of dissolved metals according to the following protocol:

1. Upon collection, ground water samples will be extracted from bailers utilizing a field-portable peristaltic pump fitted with dedicated silicon tubing. The outflow reach of silicon tubing will be fitted with a new, disposable in-line filter capsule. Commercially available filter capsules utilized for sampling will generally consist of polypropylene housing containing a 20 cm^2 effective filtration area comprised of a 0.45µm nylon-supported membrane. Filter capsules will not be reused following sample collection.

2. Sample volumes discharging through the filter capsule will be directed into non-preserved polyethylene sampling containers. Samples will be subsequently acidified in the field to pH<2 by adding 5 ml of laboratory-supplied HNO_3 to one-liter sampling containers.

3 Filled and capped containers containing field-filtered sample will be subsequently submitted for analyses of dissolved metals.

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8.0 Analytical Parameters

Pursuant to *30 TAC §330.241, Table 1* and *RG-74, Attachment B*, organic and metals constituents that will be monitored as part of the facility background and detection sampling programs are listed on ***Table II.2***.

As discussed in *RG-74*, inorganic parameters other than heavy metals are useful indicators of contamination because of their relative abundance in waste, mobility, and lack of reactivity in ground water. In order to successfully characterize the ground water chemistry at each well, the following inorganic parameters listed in ***Table II.3*** will additionally be analyzed during facility background and detection monitoring events.

As referenced in *RG-74*, it is not considered likely that metals including antimony, beryllium, thallium, and vanadium will be present in ground water present beneath a municipal solid waste landfill (MSWLF). After the completion of the background monitoring program, it is anticipated that the omission of some heavy metals will be proposed to the TNRCC. Changes and/or modifications to the list of analytes provided in ***Tables II.2 and II.3***, if necessary, will be submitted to the TNRCC in the form of a permit modification request.

9.0 Analytical Methods

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As stipulated in *RG-74*, the ground water monitoring program described herein will include the application of appropriate analytical methods in order to accurately measure concentrations of hazardous constituents or other monitoring parameters that may be present in the ground water samples. EPA-approved methods will be utilized for analyses of ground water samples obtained at the subject landfill in accordance with procedures described in the following published references:

- EPA 600/4-79-020, *Methods for Chemical Analysis of Water and Wastes*, March 1983
- EPA SW-846, *Test Methods for Evaluating Solid Waste*, Third Edition, September 1986, and Updates I, II, IIA, IIB, and III.
- *Standard Methods for the Examination of Water and Wastewater*, 18th Edition, 1992.

As stipulated previously in Section 1.0 of this plan, the contract laboratory that performs analyses of ground water samples will submit a LSOP document to the TNRCC prior to the implementation of the sampling program described herein. The LSOP will describe specific laboratory protocols used to provide data of stated quality with a stated probability of being correct including all procedures to handle and analyze samples from receipt until results are officially reported.

Pursuant to Drinking Water Standards adopted by the TNRCC on March 25, 1944 (provided in *RG-74, Attachment E)*, the contract laboratory will demonstrate as part of the LSOP that analytical methods, instruments, and procedures used are capable of attaining PQLs at or below established maximum contaminant levels (MCLs) for respective analytes. In the event that PQL's greater than those presented in *Attachment C* are reported, any quantifiable amount below the PQL will be flagged to indicate that the compound is present but below the PQL. In

these instances, documentation regarding the two lowest calibration points and MDL for the flagged compounds will accompany the analytical results.

Laboratory methods, method detection limits (MDLs), and practical quantitation limits (PQLs) for organic, metals, and inorganic constituents that will be monitored as part of the facility background and detection sampling programs are presented in ***Tables II.4 and II.5***. As it is anticipated that chemical analyses of water samples will be performed by Severn Trent Laboratories, Inc. (STL) of Corpus Christi, Texas, the values presented in the referenced tables are laboratory-specific based on recent quality assurance data provided by STL. As presented in ***Tables II.4 and II.5***, PQLs reported by STL are consistent with PQLs for organic constituents set forth in *RG-74, Attachment C*, as established by the Texas Department of Health (TDH) Laboratory. PQLs reported by STL are typically a factor of three times the MDL with regard to organic constituents. Chemical analyses of water samples will be performed by STL or other qualified laboratory capable of achieving MDLs and PQLs presented in the referenced tables.

In the event that PQLs in excess of those presented in *RG-74, Attachment C* are reported for organic compounds that have extremely low MCLs, such as DBCP and EDB, procedures described above for flagging will be followed.

10.0 Background Samples

As defined in *RG-74*, "background" refers to the chemical characteristics of ground water comprising a data set to which the chemical characteristics of the current samples are compared to determine if the current samples show statistically significant changes (SSCs) in those characteristics. Background water quality will be established for the 15 metals and 47 VOCs listed in ***Table II.2*** of this plan pursuant to *30 TAC §330.241, Table 1*. As per recommendations provided in *RG-74*, a minimum of eight (8) background monitoring events will be conducted such that a statistical approach may be subsequently applied involving intrawell and/or interwell comparisons.

The spacing of background monitoring events will be adequate to facilitate the hydraulic and chemical stabilization of ground water such that consecutive samples are statistically independent. Based upon limited historical site data, it is initially proposed that background monitoring events be conducted quarterly over the duration of two years to incorporate seasonal variations in water chemistry into the background data set. In the event results of initial background monitoring indicate that a quarterly frequency will not likely produce statistically independent samples based upon the calculated ground water gradient, an alternate background monitoring frequency will be proposed to the TNRCC as a permit modification. The specific methodology for determining ground water sampling frequency is further discussed in Section 14.2 of this plan.

Background samples will be taken from all existing site monitoring wells that are included as part of the ground water monitoring system (see ***Figure II.1***). After background analyses have been completed, data will be treated statistically and background concentrations established for each parameter. Although these analyses will be used to obtain background data for subsequent statistical analysis during detection monitoring, calculated background concentrations will be subject to review by the TNRCC for indications of historical ground water contamination based upon available site information.

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A general discussion and flow chart describing the application of statistical methods to background and detection monitoring are presented in Section 14.0 and ***Figure II.2***, respectively. Subsequent to the completion of background monitoring, a plan outlining the statistical approach to be applied to background and detection monitoring data will be submitted to the TNRCC. The statistical plan will compliment the GWSAP, utilize site specific analytical data, and present a more detailed approach than described herein.

11.0 Detection Monitoring

Subsequent to the completion of background monitoring, detection monitoring will be conducted on a semi-annual basis. The first detection monitoring sampling event will occur approximately six (6) months after completion of background sampling pending the reduction of background sampling data. It is anticipated that this frequency will continue throughout the duration of the closure and post/closure care period unless site ground water flow velocities are sufficiently low such that an annual monitoring frequency will suffice. In the event that a SSC occurs in ground water chemistry data, or if deemed necessary by the TNRCC, an alternate monitoring frequency may be adopted. Pursuant to *RG-74*, it is understood that the adoption of an alternate monitoring frequency will require TNRCC concurrence. If warranted, an alternate detection monitoring frequency will be proposed as a permit modification request.

Site wells comprising the ground water monitoring network will be sampled during each detection monitoring event in accordance with the methodologies and procedures described herein. As previously stipulated, it is anticipated that the omission of some heavy metals will be proposed to the TNRCC following the completion of the background monitoring program. If warranted, proposed changes and/or modifications to the list of analytes provided in ***Tables II.2 and II.3*** will be submitted to the TNRCC as a permit modification request.

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12.0 Assessment Monitoring

The occurrence of a confirmed SSC from background for a specific detection monitoring constituent (see ***Table II.2)*** during a sampling event will result in the implementation of assessment monitoring. In the event that a SSC is determined as the result of a detection monitoring event, site monitoring wells exhibiting statistically anomalous analytical results will be immediately re-sampled in order to confirm the SSC. Unless it can be demonstrated to the satisfaction of TNRCC that the SSC is the result of an error, seasonal variation, or cause other than the subject landfill, an assessment monitoring program will be initiated no more than ninety (90) days from the report of the SSC to the TNRCC.

Assessment monitoring will be performed on a site-specific basis in accordance with *30 TAC §330.235*. Although the initiation of assessment monitoring does not require TNRCC concurrence, these activities will be coordinated with the TNRCC to ensure adequate characterization of potential ground water contamination.

13.0 Quality Assurance and Quality Control (QA/QC)

The assessment of data reliability is essential to determine if the analytical parameters detected by the contract laboratory are truly present in the ground water at the reported concentrations and to confirm that all compounds of interest in the sample have been detected. A good QA/QC

program ensures that the data generated are accurate, precise and legally defensible and enhances consistency in data analysis.

Quality-assurance/ quality control (QA/QC) procedures address both the field and laboratory activities. In order to provide good QA/QC for field data generated during background and detection monitoring at the subject landfill, project documentation for each monitoring event will include descriptions of the following areas and activities at a minimum. Specific discussions pertaining to items listed below are provided in preceding sections of this work plan.

- The location where decontamination of sampling equipment is to be performed, the method, solvents, and purity of water used for decontamination purposes, and the method and storage location for purged ground water generated as a result of sampling activities.
- Sample management procedures including the container types, volume of samples, preservatives, labeling, holding times, chain-of-custody documentation, and shipping methods
- Field equipment and instrumentation used in the field including calibration and maintenance procedures.
- Sample collection information including the names of field personnel, sample numbers, dates and times, climatic conditions, and documentation QC samples including trip and equipment blanks, and duplicate samples.

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Laboratory QA/QC procedures will be established and followed for the analyses of samples from the subject landfill in order to reduce the frequency of random and systematic errors and maintain such errors within tolerable limits. As referenced in Section 1.0 of this plan, the contract analytical laboratory will provide an LSOP for TNRCC review prior to the implementation of the background monitoring program in partial fulfillment of QA/QC requirements. The LSOP will describe a detailed program of how the laboratory will proceed to provide data of stated quality with stated probability of being correct including all procedures to handle and analyze samples from receipt until results are reported. At a minimum, the laboratory QA/QC program described in the LSOP will address the following items:

- Procedures will be in place for demonstrating proficiency with each analytical method used in the laboratory including documentation of precision, bias, methods and frequency of the determinations of method detection limits (MDLs), checks on reagent purity and glassware purity, and checks on spike and surrogate recoveries.
- The laboratory will have methods in place for establishing control limits for analysis, documenting the effect of the matrix on analytical results, and reviewing, approving, and revising laboratory records.
- The laboratory will maintain equipment records documenting the frequency of equipment maintenance, standards used, calibration history, and verification of all working standards against appropriate primary grade standards.

- The laboratory will maintain records including descriptions of samples received, steps of sample handling, assigned personnel responsibilities, chain-of-custody, and reagents used and date of purchase.
- The laboratory will maintain in permanent records the raw data and calculated results for all QC, field samples, and standards.

13.1 Trip Blanks

Trip blanks are used to determine whether sample bottles or collected samples may have been contaminated before or during sampling, or whether sample shipment, handling and storage may have had an impact on sample integrity. Trip blanks, supplied by the contract laboratory containing laboratory-grade distilled water, will be prepared and sent from and to the laboratory in the same manner as actual ground water samples. One properly preserved trip blank will accompany sampling personnel into the field during each sampling event and subsequently analyzed for parameters specified in ***Table II.2***.

13.2 Field Blanks

Field blanks are used to check sampling procedures and evaluate potential airborne contaminants. Field blanks will be prepared by sampling personnel in the field by placing laboratory-grade distilled water, supplied by the contract laboratory, into clean sample containers. Pending the initial determination of ground water gradient at the site, field blanks will be collected when sampling downgradient wells. At a minimum, one field blank per day or per every 10 wells, whichever is greater, will be collected and analyzed for parameters listed in ***Table II.2*** for each monitoring event.

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13.3 Equipment Blanks

Equipment blanks are used to check the effectiveness of decontamination procedures for sampling equipment. Equipment blanks will be prepared by sampling personnel by processing laboratory-grade distilled water trough the sampling equipment (i.e. bailer or pump) in the same manner as the actual ground water samples obtained from site monitoring wells. One equipment blank per day will be collected and analyzed for parameters listed in ***Table II.2*** during each monitoring event.

13.4 Field Duplicates

Field duplicates will be collected in order to check the precision of laboratory techniques. Duplicates will be prepared by collecting two ground water samples from the same well, preferably from the same bailer, but labeled differently, so that the analytical laboratory is unaware that the samples are duplicate. One field duplicate will be collected per 10 wells sampled, or per sampling event for fewer than 10 wells and analyzed for parameters listed in ***Tables II.2 and II.3*** of this plan.

14.0 Statistical Methods

Pursuant to *30 TAC §330.233*, statistical treatment of analytical data is required as part of the ground water sampling and analyses plan. The purpose of the statistical evaluation of ground water data is to determine whether "there is evidence of a SSC from background values for

each detection/monitoring constituent required as part of the ground water monitoring program". As discussed in *RG-74*, the rules provide for the use of a wide variety of statistical methods but require that the method chosen for a constituent be appropriate for the constituent, for the data available, and for the site. It is crucial to select appropriate statistical methods for a variety of reasons: the necessity of being able to detect a release from the subject landfill in a timely way, the ability to evaluate data clearly and quickly, and the intent to detect SSCs that may indicate contamination.

Appropriate statistical methods cannot be chosen in advance of sampling as specific methods depend upon the distribution of data although it is possible to establish guidelines for the application of statistical methods to analytical data prior to sampling. Therefore, a general discussion pertaining to the application of statistical methods to background and detection monitoring is presented in Section 4.1 of this plan. Information provided in Section 4.1 is based to a large extent upon recommendations set forth in the following publications:

- American Society for Testing and Materials (ASTM), 1998; *Standard Guide for Developing Appropriate Statistical Approaches for Ground Water Detection Monitoring Programs, (Designation: D 6312-98).*
- EPA, Office of Solid Waste, Waste Management Division, 1989; *Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities, Interim Final Guidance, April 1989.*
- EPA, Office of Solid Waste, Waste Management Division, 1992; *Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities, Draft Addendum to Interim Final Guidance, July 1992.*

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Subsequent to the completion of background monitoring, a plan outlining the statistical approach to be applied to background and detection monitoring data will be submitted to the TNRCC. The statistical plan will compliment the GWSAP, utilize site specific analytical data, and present a more detailed approach than described herein.

14.1 Statistical Comparisons

As discussed in *RG-74*, three types of statistical comparisons are possible at a site with more than one monitoring well for background and detection monitoring: (1) the current data for a well may be compared to the historical data for that same well (intrawell comparison); (2) one downgradient well may be compared to one or a group of upgradient wells (interwell comparison); and (3) a variation of the second type, a group of downgradient wells may be compared to a group of upgradient wells. In the event that a SSC is detected and assessment monitoring conducted, a fourth type of statistical comparison may be employed involving the comparison of well data to a constant limit such as a maximum concentration limit (MCL).

As discussed in *RG-74*, a serious difficulty associated with the comparison of downgradient water quality with upgradient water quality is the underlying assumption that the two sets of data are from water that has everywhere had an identical history. This assumption would imply that the upgradient and downgradient water would have the same infiltration time, period of contact with water-bearing sediments, chemical reactions with passing constituents, and no other

significant differences from one part of the water-bearing zone to another. Although such assumptions are often necessary to make comparisons, they are generally not realistic with regard to natural ground water systems.

Therefore, based upon recommendations set forth in *RG-74* and the above-referenced ASTM publication *D 6312-98*, intrawell comparisons, involving the comparison of current data from a well with historical data from the same well, may be better suited to the treatment of data generated at the subject landfill. Intrawell comparisons are generally preferable to their interwell counterparts because they completely eliminate the spatial component of variability in samples. Due to the absence of spatial variability, the uncertainty associated with measured concentrations is decreased, making intrawell comparisons more sensitive to real releases (that is, false statistical negatives), and false positives. For sites where the hydraulic gradient is indefinite, the intrawell comparison is probably the most useful treatment of ground water sampling data. As per the above discussion, it is anticipated that intrawell comparisons will be applied to sampling data generated at the subject landfill following the completion of eight background monitoring events.

Flow charts can be valuable tools, aiding in the selection of appropriate statistical methods. As set forth in *RG-74*, it is recommended that a flow chart depicting methods likely to be used along with decision points or basis for making selections be included in the GWSAP. It is anticipated that this format will allow for future flexibility contingent upon analytical data and minimize potential future changes to this plan. A generalized flow chart depicting the conceptual development of the statistical detection monitoring plan for the subject landfill is provided as ***Figure II.2*** of this plan. Information provided in the referenced figure was adapted from the example provided in ASTM publication *D 6312-98*.

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Detailed descriptions of the selected statistical comparison method(s), decision points, and specific statistical treatments presented in the attached flow chart will be provided to the TNRCC in a statistical plan subsequent to the completion of background monitoring. Descriptions of specific methods presented in the statistical plan will include appropriate information pertaining to normality of data, statistical intervals, and the handling on non-detects. A description of graphical methods to be applied to monitoring data will additionally be discussed in the statistical plan.

14.2 Independent Samples

Statistical methods generally used in ground water monitoring require that data be statistically independent for the results to be strictly valid. The sampling frequency must be established such that sufficient elapsed time occurs between monitoring events ensuring that consecutive samples are not taken from the "same" water. In general, the more permeable the water-bearing zone and the steeper the hydraulic gradient, the less time is necessary between monitoring events to facilitate the collection of statistically independent samples.

As discussed briefly in Section 8.0 of this plan, it is anticipated that background monitoring events will be conducted quarterly for a duration of two years in order to construct a background database consisting of eight statistically independent samples per well. In order to confirm the adequacy of a quarterly monitoring program, site-specific lithologic and depth-to-water

information including measurements/estimations of effective porosity, ground water gradient, and hydraulic conductivity will be used to calculate the horizontal ground water flow velocity according to the procedure described in *RG-74*. Given the diameter of site monitoring wells, it will be possible to determine whether flow velocities are such that water within the well casing will completely change within the three-month duration between monitoring events.

In the event that the site-specific determination of ground water flow velocity indicates that an alternate monitoring frequency is warranted (i.e. semi-annual as opposed to quarterly), a revised frequency will be proposed to the TNRCC for remaining background and detection monitoring events as a permit modification request.

14.3 Seasonal Variation

Seasonal variation of ground water chemistry is well known in the state of Texas. Determination of seasonal influences requires adequate data, that is, data collected over a full range of seasons, in order to make proper adjustments. Therefore, as described in section 8.0 of this plan, a total of eight background sampling event will be conducted quarterly over a duration of two years in order to obtain data that reflects seasonal variations in ground water chemistry. By incorporating such data into the background monitoring database, it is anticipated that seasonal influences on the statistical treatment of data collected during detection monitoring events can be minimized.

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15.0 Reporting and Submittals

As stipulated in *RG-74*, analytical results for background and detection monitoring events will be submitted to the TNRCC within 45 days of respective events. Monitoring event submittals will consist of a narrative description of site conditions and analytical results, appropriate graphical illustrations and tables, and the completed 4-page *Ground-Water Sampling Report (TNRCC-0312)* form (see ***Appendix II.3)*** or other format designated by the TNRCC. It is anticipated that the text discussion of monitoring results will include the results of statistical analysis of well data pursuant to the approved statistical plan.

The submittal package will additionally contain the signed laboratory report of analysis, appropriate laboratory QA/QC data, and copies of associated chain-of-custody documentation. As described in Section 9.0, if PQL's greater than those presented in *Attachment C* are reported by the contract laboratory for any of the specified constituents, any quantifiable amount below the PQL will be flagged to indicate that the compound is present but below the PQL. In these instances, documentation regarding the two lowest calibration points and MDL for the flagged compounds will accompany the analytical results. Each submittal package (including the cover letter) will be produced in triplicate, including one original and two copies.

If it is determined that a SSC has occurred from background of any tested constituent, the TNRCC will be notified in writing within 60 days of the sampling event. A description of the statistical data used to make the determination will be provided with the notification in order to facilitate a TNRCC review of data and statistical procedures. In the event that a SSC has occurred and it is believed that the change resulted from a source other than the MSWLF unit, evidence to support this view will be provided. Pending a review of laboratory analytical

methods and results, statistical methods and results, and re-sampling of monitoring wells if necessary, information demonstrating the basis for the SSC will be submitted to the TNRCC within 90 days of the notification that a SSC has occurred.

In the event that it is not possible to substantiate the basis of statistical change in monitoring data, an appropriate assessment monitoring program will be initiated within 90 days of the notification of the SSC. As stipulated in *RG-74*, TNRCC approval of the assessment monitoring program will be obtained prior to implementation.

16.0 Health and Safety

Pursuant to *30 TAC §330.156*, a site-specific health and safety plan will be maintained independent of GWSAP due to the potential changes and updates of information such as emergency contacts and telephone numbers. This plan will include a summary of work tasks, site conditions, parties involved, and assigned responsibilities. The plan will describe emergency communications and response procedures with emphasis on the types of potential and existing hazards, exposure routes, MSDS information, escape routes, personal protective equipment, first aid, and routes to the nearest hospital. A general site location map and detailed facility map will be included as part of the health and safety plan.
In summary, the permittee and/or subcontractors performing functions specific to activities associated with, and identified in the GWSAP, will establish and implement, and maintain appropriate health and safety plans.

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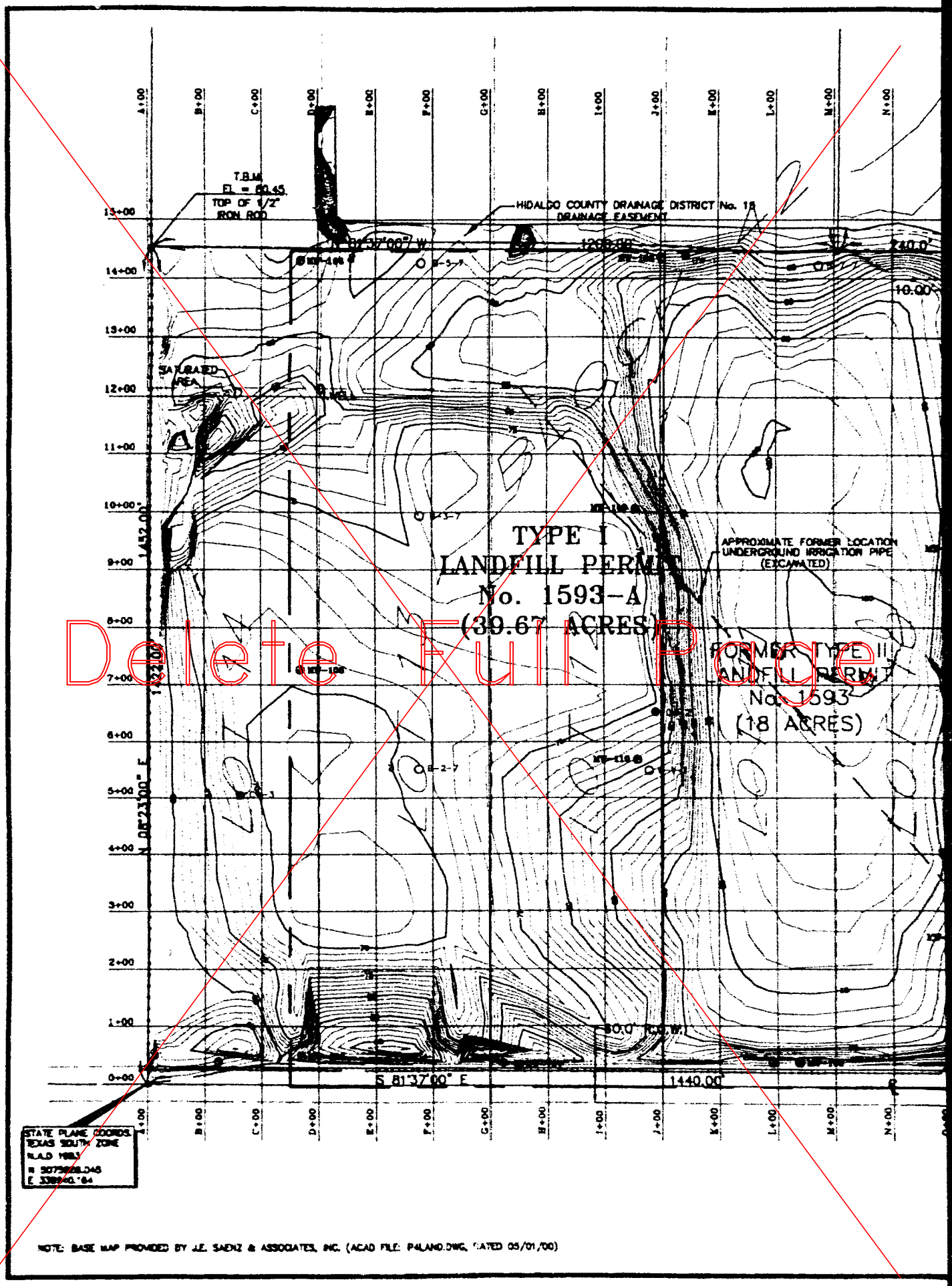
FIGURES



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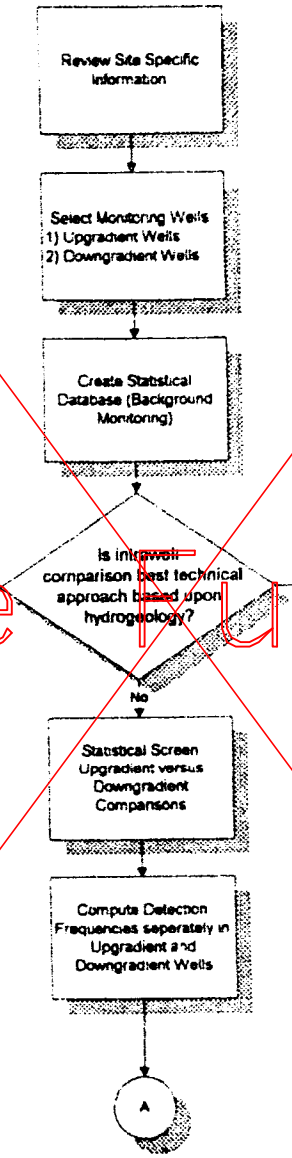
NOTE: BASE MAP PROVIDED BY J.E. SAENZ & ASSOCIATES, INC. (ACAD FILE: P4LAND.DWG, DATED 05/01/00)

Attachment II-4
Development of a Statistical Detection Monitoring Plan
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A



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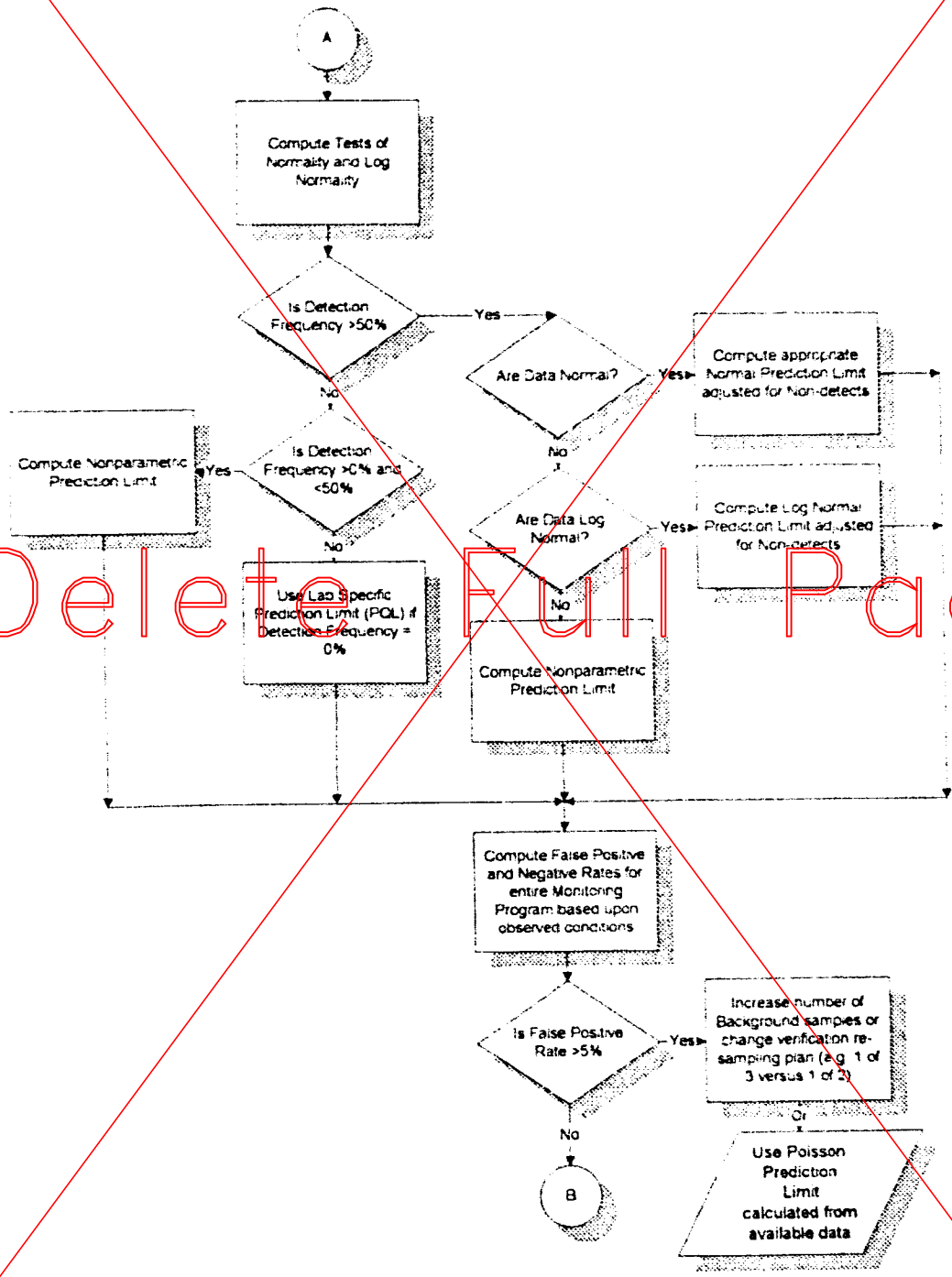
* Figure II.2 was adapted from: ***American Society for Testing and Materials (ASTM), 1998; Standard Guide for Developing Appropriate Statistical Approaches For Ground-Water Detection Monitoring Programs, (Designation: D 6312-98).***

Attachment II-4 (Continued)
Development of a Statistical Detection Monitoring Plan
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A



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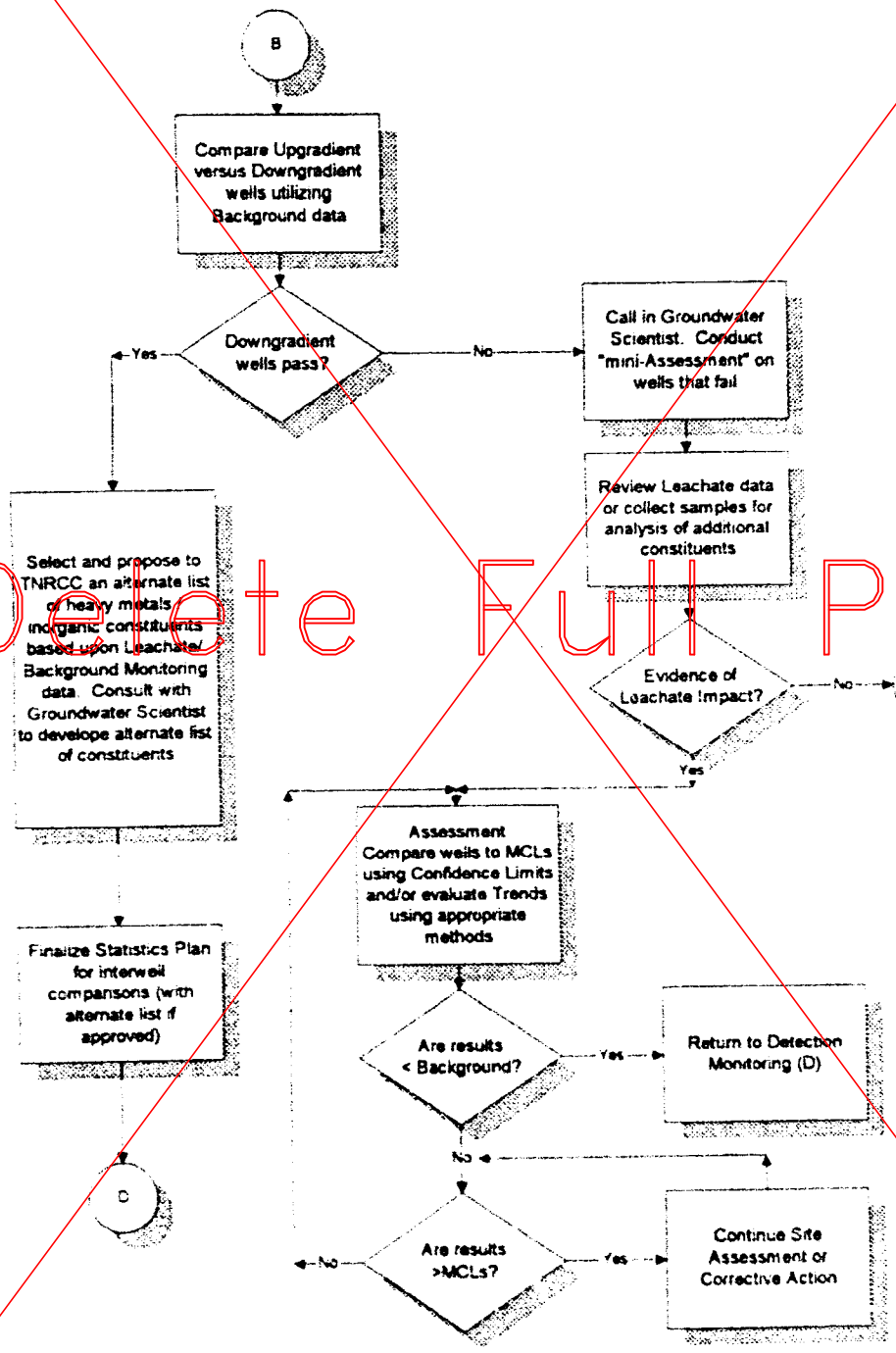
Attachment II-4 (Continued)
Development of a Statistical Detection Monitoring Plan
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A



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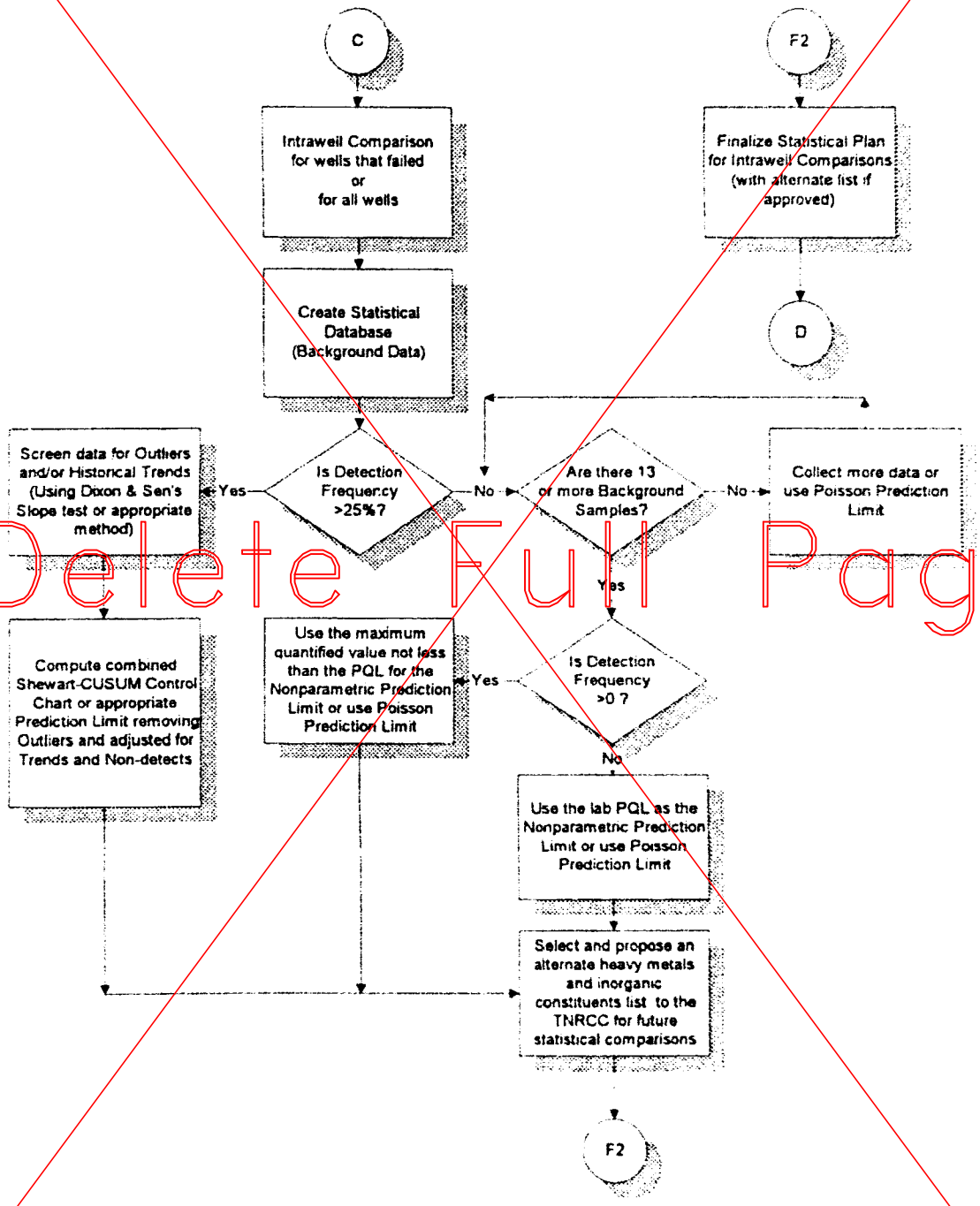
Raba-Kistner

Project No. ASF00-065-00
Figure II.2 (Cont'd)

Attachment II-4 (Continued)
Development of a Statistical Detection Monitoring Plan
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A



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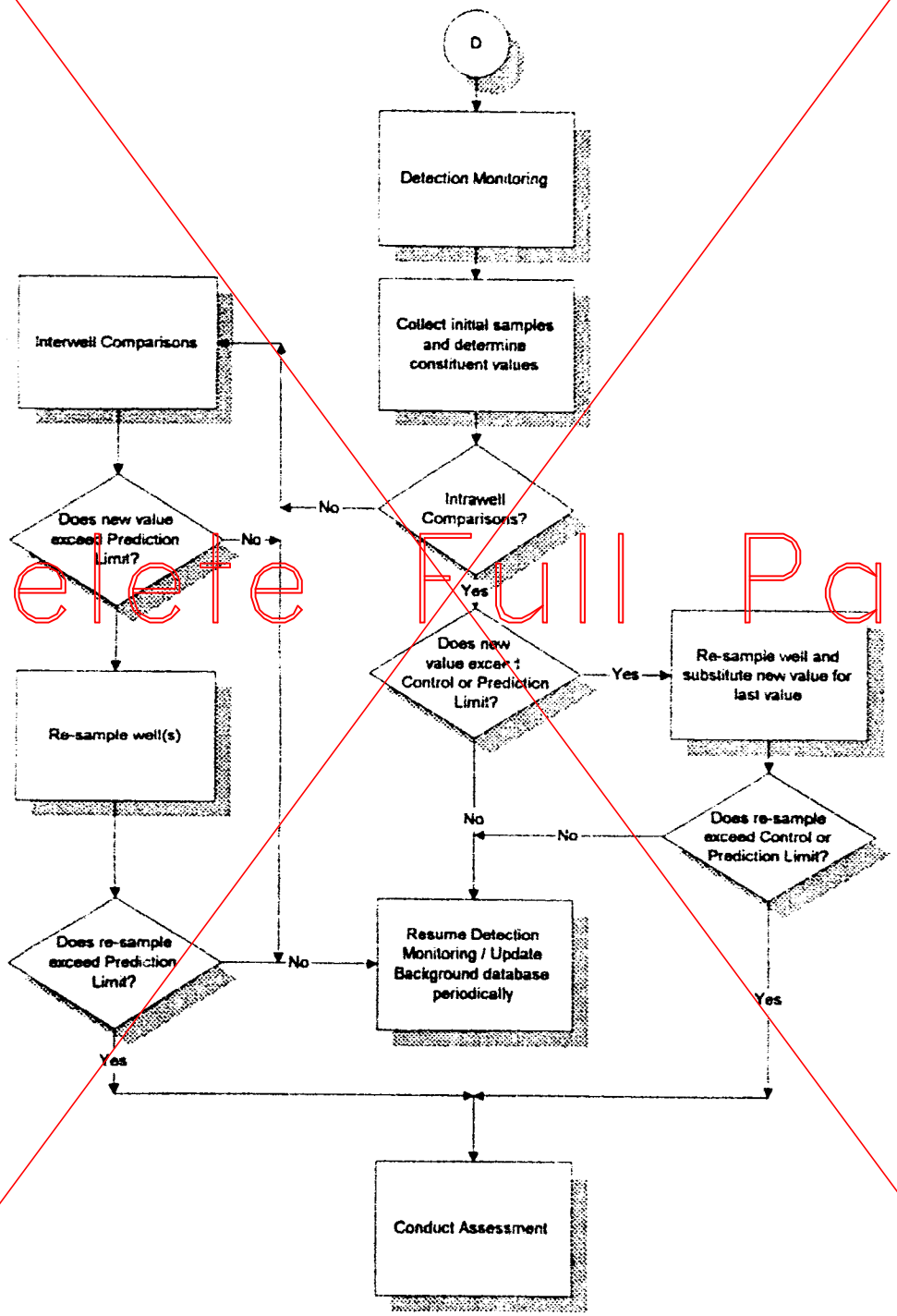
Attachment II-4 (Continued)
Development of a Statistical Detection Monitoring Plan
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A



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TABLES

Table II-1
Sampling, Preservation, and Storage Procedures for Ground Water Monitoring
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A

Parameter	Recommended Containers	Preservation	Maximum Holding Time	Minimum Volume
PH	P, G	None	Analyze immediately	25 ml
Spec. Conductivity	P, G	None	Analyze immediately	100 ml
Temperature	P, G	None	Analyze immediately	1 Liter
Heavy Metals (includes iron and manganese)	P	*Acidify w/ HNO_3 to pH<2, 4° C	6 months, except 28 days for Hg	1 Liter
Calcium, Magnesium, Sodium, Potassium, Fluoride, Sulfate, Chloride, and Hardness	P, G	4° C	28 days	1 Liter
TDS (may be included with above parameters)	P, G	4° C	7 days	1 Liter
Nitrate	P, G	4° C	48 hours	100 ml
Ammonia	P, G	4° C; Acidify w/ H_2SO_4 to pH<2, 4° C	7 days; 28 days if acidified	500 ml
Alkalinity	P, G	4° C	48 hours	200 ml
NPOC	G amber, T-lined caps	4° C; Acidify w/ HCL to pH<2, 4° C	48 hours; 28 days if acidified	100 ml / replicate
COD	P, G	4° C; Acidify w/ H_2SO_4 to pH<2, 4° C	48 hours; 28 days if acidified	100 ml
SVOC	G, T-lined caps	4° C	7 days until extraction, then analyze in 40 days	1 Liter
BOD	P, G	4° C	24 hours	1 Liter
VOC	G, T-lined septa	Acidify w/ HCL to pH<2, 4° C	14 days	2 x 40 ml

P=Polyethylene, G=Glass, T=Teflon.
* If analyzing for dissolved metals, filter in the field prior to acidifying.

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Table II.2
Organic/Metals Constituents to be Monitored During Background/Detection Sampling
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A

Organic Constituents			Metals Constituents	
		CAS No.		
(1)	acetone	67-64-1	(1)	antimony (dissolved)
(2)	acrylonitrile	107-13-1	(2)	arsenic (dissolved)
(3)	benzene	71-43-2	(3)	barium (dissolved)
(4)	bromochloromethane	74-97-5	(4)	beryllium (dissolved)
(5)	bromodichloromethane	75-27-4	(5)	cadmium (dissolved)
(6)	bromoform (tribromomethane)	75-25-2	(6)	chromium (dissolved)
(7)	carbon disulfide	75-15-0	(7)	cobalt (dissolved)
(8)	carbon tetrachloride	56-23-5	(8)	copper (dissolved)
(9)	chlorobenzene	108-90-7	(9)	lead (dissolved)
(10)	chloroethane (ethyl chloride)	75-00-3	(10)	nickel (dissolved)
(11)	chloroform (trichloromethane)	67-66-3	(11)	selenium (dissolved)
(12)	dibromochloromethane (chlorodibromomethane)	124-48-1	(12)	silver(dissolved)
(13)	1,2-dibromo-3-chloropropane (DBCP)	96-12-8	(13)	thallium (dissolved)
(14)	1,2-dibromoethane (ethylene dibromide, EDB)	106-93-4	(14)	vanadium (dissolved)
(15)	o-dichlorobenzene (1,2-dichlorobenzene)	95-50-1	(15)	zinc (dissolved)
(16)	p-dichlorobenzene (1,4-dichlorobenzene)	106-46-7		
(17)	trans-1,4-dichloro-2-butene	110-57-6		
(18)	1,1-dichloroethane (ethylidene chloride)	75-34-3		
(19)	1,2-dichloroethane (ethylene dichloride)	107-06-2		
(20)	1,1-dichloroethylene (1,1-dichloroethene)	75-35-4		
(21)	cis-1,2-dichloroethylene (cis-1,2-dichloroethene)	156-59-2		
(22)	trans-1,2-dichloroethylene (trans-1,2-dichloroethene)	156-60-5		
(23)	1,2-dichloropropane (propylene dichloride)	78-87-5		
(24)	cis-1,3-dichloropropene	10061-01-5		
(25)	trans-1,3-dichloropropene	10061-02-6		
(26)	ethylbenzene	100-41-4		
(27)	2-hexanone (methyl butyl ketone)	591-78-6		
(28)	methyl bromide (bromomethane)	74-83-9		
(29)	methyl chloride (chloromethane)	74-87-3		
(30)	methylene bromide (dibromomethane)	74-95-3		
(31)	methylene chloride (dichloromethane)	75-09-2		
(32)	methyl ethyl ketone (MEK, 2-butanone)	78-93-3		
(33)	methyl iodide (iodomethane)	74-88-4		
(34)	4-methyl-2-pentanone (methyl isobutyl ketone)	108-10-1		
(35)	styrene	100-42-5		
(36)	1,1,1,2-tetrachloroethane	630-20-6		
(37)	1,1,2,2-tetrachloroethane	79-34-5		
(38)	tetrachloroethylene (tetrachloroethene)	127-18-4		
(39)	toluene	108-88-3		
(40)	1,1,1-trichloroethane (methylchloroform)	71-55-6		
(41)	1,1,2-trichloroethane	79-00-5		
(42)	trichloroethylene (trichloroethene)	79-01-6		
(43)	trichlorofluoromethane (CFC-11)	75-69-4		
(44)	1,2,3-trichloropropane	96-18-4		
(45)	vinyl acetate	108-05-4		
(46)	vinyl chloride	75-01-4		
(47)	xylenes (total)	1330-20-7		

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Table II.3
Inorganic Constituents to be Monitored During Background/Detection Sampling
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A

Inorganic Constituents			
(1)	calcium (dissolved)	(8)	iron (dissolved)
(2)	magnesium (dissolved)	(9)	manganese (dissolved)
(3)	sodium (dissolved)	(*10)	alkalinity
(4)	potassium (dissolved)	(**)	total dissolved solids (TDS)
(5)	chloride	(12)	specific conductance (field & lab)
(6)	sulfate	(13)	pH (field & lab)
(7)	ammonia		

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Table II.4
Analytical Parameters for Organic Constituents
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A

	Organic Constituents	*LABORATORY SPECIFIC PARAMETERS			RECOMMENDED PQLs *(RG-74, Attachment C)*
		Analytical Method	MDL (µg/L)	PQL (µg/L)	PQL (µg/L)
(1)	acetone	8260B/624	2.54	7.62	<10
(2)	acrylonitrile	8260B/624	4.14	12.42	<10
(3)	benzene	8260B/624	0.40	1.20	<2
(4)	bromochloromethane	8260B/624	0.41	1.23	<2
(5)	bromodichloromethane	8260B/624	0.29	0.87	<2
(6)	bromoform (tribromomethane)	8260B/624	0.36	1.08	<2
(7)	carbon disulfide	8260B/624	1.00	3.00	<2
(8)	carbon tetrachloride	8260B/624	0.30	0.90	<2
(9)	chlorobenzene	8260B/624	0.34	1.02	<2
(10)	chloroethane (ethyl chloride)	8260B/624	0.37	1.11	<5
(11)	chloroform (trichloromethane)	8260B/624	0.39	1.17	<2
(12)	dibromochloromethane (chlorodibromomethane)	8260B/624	0.30	0.90	<2
(13)	1,2-dibromo-3-chloropropane (DBCP)	8260B/624	0.27	0.80	<2
(14)	1,2-dibromoethane (ethylene dibromide, EDB)	8260B/624	0.35	1.05	<2
(15)	o-dichlorobenzene (1,2-dichlorobenzene)	8260B/624	0.30	0.90	<2
(16)	p-dichlorobenzene (1,4-dichlorobenzene)	8260B/624	0.27	0.80	<2
(17)	trans-1,4-dichloro-2-butene	8260B/624	0.52	1.56	<20
(18)	1,1-dichloroethane (ethylidene chloride)	8260B/624	0.39	1.17	<2
(19)	1,2-dichloroethane (ethylene dichloride)	8260B/624	0.65	1.95	<2
(20)	1,1-dichloroethylene (1,1-dichloroethene)	8260B/624	0.47	1.41	<2
(21)	cis-1,2-dichloroethylene (cis-1,2-dichloroethene)	8260B/624	0.45	1.35	<2
(22)	trans-1,2-dichloroethylene (trans-1,2-dichloroethene)	8260B/624	0.42	1.26	<2
(23)	1,2-dichloropropane (propylene dichloride)	8260B/624	0.31	0.93	<2
(24)	cis-1,3-dichloropropene	8260B/624	0.63	1.89	<2
(25)	trans-1,3-dichloropropene	8260B/624	0.41	1.23	<2
(26)	ethylbenzene	8260B/624	0.23	0.69	<2
(27)	2-hexanone (methyl butyl ketone)	8260B/624	0.30	0.90	<2
(28)	methyl bromide (bromomethane)	8260B/624	0.40	1.20	<5
(29)	methyl chloride (chloromethane)	8260B/624	0.29	0.87	<5
(30)	methylene bromide (dibromomethane)	8260B/624	0.55	1.65	<2
(31)	methylene chloride (dichloromethane)	8260B/624	0.67	2.01	<2
(32)	methyl ethyl ketone (MEK, 2-butanone)	8260B/624	1.95	5.85	<10
(33)	methyl iodide (iodomethane)	8260B/624	0.33	0.99	<2
(34)	4-methyl-2-pentanone (methyl isobutyl ketone)	8260B/624	0.69	2.07	<2
(35)	styrene	8230B/624	0.45	1.35	<2
(36)	1,1,1,2-tetrachloroethane	8260B/624	0.33	0.99	<2
(37)	1,1,2,2-tetrachloroethane	8260B/624	0.82	2.46	<2
(38)	tetrachloroethylene (tetrachloroethene)	8260B/624	1.54	4.62	<2
(39)	toluene	8260B/624	0.32	0.96	<2
(40)	1,1,1-trichloroethane (methylchloroform)	8260B/624	0.37	1.11	<2
(41)	1,1,2-trichloroethane	8260B/624	0.36	1.08	<2
(42)	trichloroethylene (trichloroethene)	8260B/624	0.55	1.65	<2
(43)	trichlorofluoromethane (CFC-11)	8260B/624	0.56	1.68	<2
(44)	1,2,3-trichloropropane	8260B/624	1.43	4.29	<2
(45)	vinyl acetate	8260B/624	0.75	2.25	<10
(46)	vinyl chloride	8260B/624	0.68	2.04	<2
(47)	xylenes (total)	8260B/624	0.75	2.25	<6

* Laboratory-Specific Parameters are presented in accordance with most recent quality assurance data provided by Severn-Trent Laboratories, Inc (STL)

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Table II.5
Analytical Parameters for Metals and Inorganic Constituents
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A

		*LABORATORY SPECIFIC PARAMETERS			DRINKING WATER STANDARDS (MCLs) *(as per RG-74)*
	Metals Constituents	**Analytical Method**	**MDL (µg/L)**	**PQL (µg/L)**	**MCL (µg/L)**
(1)	antimony (dissolved)	6010B/200.7	0.944	2.832	6
(2)	arsenic (dissolved)	6010B/200.7	2.101	6.303	50
(3)	barium (dissolved)	6010B/200.7	0.511	2.555	2,000
(4)	beryllium (dissolved)	6010B/200.7	0.124	3.321	4
(5)	cadmium (dissolved)	6010B/200.7	0.393	1.179	5
(6)	chromium (dissolved)	6010B/200.7	0.409	1.227	100
(7)	cobalt (dissolved)	6010B/200.7	0.506	1.518	*Not Listed*
(8)	copper (dissolved)	6010B/200.7	1.220	3.660	1,000
(9)	lead (dissolved)	6010B/200.7	1.465	7.325	*Not Listed*
(10)	nickel (dissolved)	6010B/200.7	0.517	1.551	100
(11)	selenium (dissolved)	6010B/200.7	3.172	9.516	50
(12)	silver(dissolved)	6010B/200.7	0.591	1.773	100
(13)	thallium (dissolved)	6010B/200.7	1.957	5.871	2
(14)	vanadium (dissolved)	6010B/200.7	0.502	1.506	*Not Listed*
(15)	zinc (dissolved)	6010B/200.7	0.729	2.187	5,000
	Inorganic Constituents	**Analytical Method**	**MDL (µg/L)**	**PQL (µg/L)**	**PQL (µg/L)**
(1)	calcium (dissolved)	6010B/200.7	21.66	64.98	*Not Listed*
(2)	magnesium (dissolved)	6010B/200.7	4.052	12.16	*Not Listed*
(3)	sodium (dissolved)	6010B/200.7	7.661	22.98	*Not Listed*
(4)	potassium (dissolved)	6010B/200.7	7.556	22.67	*Not Listed*
(5)	chloride	325.2	**	5,000	300,000
(6)	sulfate	375.4	669	2,006	300,000
(7)	ammonia	350.3	37	112	*Not Listed*
(8)	iron (dissolved)	6010B/200.7	5.724	17.17	300
(9)	manganese (dissolved)	6010B/200.7	4.302	12.91	50
(10)	alkalinity (total)	310.1	736	2,208	*Not Listed*
(11)	total dissolved solids (TDS)	160.1	**	10,000	*1,000,000*
(12)	specific conductance (field & lab)	160.1	***	1 µmho/cm	*Not Listed*
(13)	pH (field & lab)	150.1	***	0.1 pH units	7.0

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* Laboratory-Specific Parameters are presented in accordance with most recent quality assurance data provided by Severn-Trent Laboratories, Inc. (STL).

** Reporting Limits per the Method

*** Reporting Limits per the Instrument

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APPENDICES

WELL INSPECTION AND SAMPLING (WIS) FORM
Hidalgo County Precinct No. 4 Landfill
MSW Permit No. 1593A

WELL	METHANE CONC. (%LEL)	TOTAL DEPTH (FT)	DEPTH TO WATER/PSH (FT)	WATER COLMN. (FT)	CONVERS. FACTOR (GAL/FT)	WELL VOL. (GAL)	DEVELOP/ PURGE (GAL)	VOLUME REMOVED (GAL)	PURGE RATE (GAL/MIN)	PURGE TIME (MIN)	pH	CONDUCT. (mS)	TURB. (NU)	TEMP. (F / C)	SAMPLE TIME	COMMENTS (Odors, Sheen, PSH, Turbidity, Well Inspection)

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DESCRIBE THE DISPOSITION, AMOUNT, AND LOCATION OF PURGED WATER AND ANY OTHER COMMENTS:

WELL VOLUME DETERMINATION	
CASING DIAMETER (INCHES)	CONVERSION FACTOR FOR WELL VOLUME (GAL/FT)
2	0.16
4	0.66
6	1.47
8	2.61
12	5.88

WV = H X CF; where

WV = Well Volume (gal)
H = Height of the water column (ft)
CF = Conversion factor (gal/ft)

ATTACHMENT 4

Unmarked Revised Pages

HIDALGO COUNTY PRECINCT 4
TYPE I LANDFILL
HIDALGO COUNTY, TEXAS
MSW PERMIT NO. 1593-A

GROUNDWATER SAMPLING AND ANALYSIS PLAN

Applicant:

Hidalgo County, Precinct 4
1102 N. Doolittle Rd.
Edinburg, Texas 78542
(956) 383-3112

Previous Edition Date: August 31, 2000

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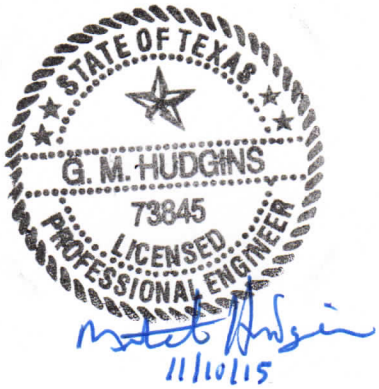

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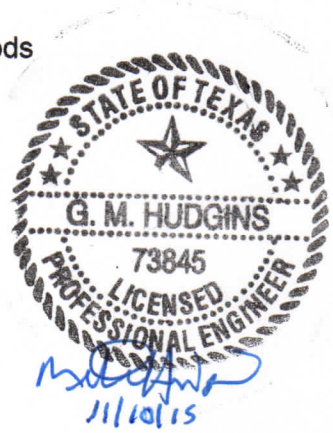

1.0 INTRODUCTION

This plan is prepared to meet the requirements in Title 30 of the Texas Administrative Code (TAC), Chapter 330. Subchapter J, Section 405. This section requires that the owners or operators of Municipal Solid Waste Landfills (MSWLFs) prepare and submit a Ground-Water Sampling and Analysis Plan (GWSAP) to the Texas Commission on Environmental Quality (TCEQ). The purpose of this document is to satisfy the requirements of the above listed regulations as they pertain to the Hidalgo County, Precinct 4 (HCPCT4) closed landfill (MSW Permit No. 1593-A) and provide groundwater sampling procedures, frequencies, analytical parameters, monitoring data evaluation, and reporting requirements.

In accordance with TCEQ regulations, this GWSAP contains the procedures and techniques to be used to establish Background Groundwater Quality and conduct Detection Monitoring and when necessary, Assessment Monitoring and Corrective Action in accordance with 30 TAC § 330.405 through 415.

1.1 Facility Description

The HCPCT4 closed landfill is located north of the City of Edinburg, approximately 3.1 miles east of U.S. Highway 281 on Davis Road in Hidalgo County, Texas. The closed landfill includes an area of approximately 18 acres. The total permitted property is approximately 29.7 acres.

2.0 HEALTH AND SAFETY

Personnel performing water level measurements, well purging, or sampling, at a minimum, will wear latex or nitrile gloves. The gloves will be changed when they become damaged and when activities begin at a different well location. All personnel that are associated with the purging and sample collections from monitor wells will wear other appropriate PPE such as eye protection, chemical resistant clothing and/or aprons, and air purifying respirators, as necessary.

3.0 GROUNDWATER SAMPLING FREQUENCY

3.1 Background Water Quality Sampling

At least eight (8) statistically independent background groundwater samples will be obtained prior to commencing with Detection Monitoring for each groundwater monitor well at the facility. A minimum of 90 days will be provided between background monitoring events to allow the collection of groundwater data over the different seasons of the year. At least two events will be conducted per year.

3.2 Detection Monitoring Sampling

After establishment of the background groundwater quality, detection monitoring will be performed on a semi-annual basis at approximately 6-month intervals during the remaining operational life and post-closure care period. Detection monitoring will begin 6 months after completion of the background groundwater-quality sampling.

4.0 GROUNDWATER ANALYTICAL PARAMETERS

The sampling parameters for both background groundwater quality and detection monitoring sampling and the analytical methods to be used are included in Appendix A. In accordance with 30 TAC § 330.419 the sampling parameters consists of the constituents listed in Appendix I of 40 CFR Part 258. The monitoring wells will also be sampled for the water quality parameters, including pH, temperature, and conductivity. Water quality parameters will not be included in the statistical analyses.

At the conclusion of the background groundwater-sampling period, all the detection monitoring constituents will be thoroughly reviewed. At the conclusion of this review, the HCPCT4 may request that the Executive Director eliminate subsequent monitoring for those constituents that were consistently below the method detection limits (MDL) throughout this period and are not expected to originate from the MSWLF unit (30 TAC §330.419(b)).

5.0 GROUNDWATER PURGING AND SAMPLING

The following subsections summarize specific tasks involved in the purging and sampling of the groundwater monitoring wells at the facility.

5.1 Well Inspection

Prior to performing any purging or sampling, each monitoring well will be inspected to assess its integrity. The visual inspection will include the well lock, static water level measuring mark, protective steel casing, concrete pad, and monitor well casing for signs of damage by vandalism, animals, heavy equipment, or other causes. The objective of the visual inspection is to confirm that no outside constituents or other conditions exist that may affect the quality of the sampling. All necessary repairs or maintenance that can be accomplished without a TCEQ modification request will be conducted immediately by HCPCT4 and documented on the Field Sampling Data Sheet for that well. If it is determined that the integrity of the well has been, or may have been, compromised the necessary information will be documented and the Executive Director of the TCEQ notified. No additional actions will be taken without the approval of the TCEQ.

The inspection will include monitoring for landfill gas within the upper portion of each well casing. The gas readings will be documented on the Field Data Sheet and/or on the monitoring data sheet used in monitoring of the facility gas probes. The criteria for the maximum gas concentration and actions to be taken if the limiting concentration is exceeded are in cluded in the Landfill Gas Management Plan.

5.2 Equipment Decontamination

All equipment used for water-level measurement, purging, and/or the collection of groundwater samples will be decontaminated prior to use at each well location, unless the equipment is dedicated to a specific well. An appropriate decontamination procedure consists of scrubbing all equipment with a solution of Alconox or equivalent laboratory-grade detergent and deionized, tap, or distilled water, then triple rinsing with deionized or distilled water. Separate containers for each rinsate will be individually set up at each monitor well. At the conclusion of the sampling all the rinsate will be properly disposed with the water generated during purging.

5.3 Water-Level Measurements

Immediately prior to purging a well, the static water level below the top of well casing and the total depth of the well will be measured and recorded in the field logbook. Depth measurements will be to the nearest 0.01 foot (ft). The measurements will generally proceed from the most upgradient to the most downgradient wells. Depth measurements will be taken from the north side, top of the well casing at the "permanent measurement mark" each time a measurement is taken. All measurements will be taken within a 48 hour period to minimize potential temporal variations. Prior to use, the functionality of the water level depth probe will be checked by dipping the probe into deionized or distilled water to see if the alarm sounds at the appropriate time. The depth measurement probe will be decontaminated prior to use in each well. A visual check of the probe's condition and the condition of the tape and handle will be made when the measurements are being taken. Notation will be made of any minor damage or irregularities on the water level measurement device. If the tape appears to be elongated, kinked, or twisted, then the tape will be checked against a functional tape to determine if there are any discrepancies in the measurements. If the tape is determined to be non-functional due to elongation and/or damage, it will be replaced.

Using the surveyed elevation of the Top of Casing (referenced to mean sea level (msl)), depth to water measurements can be converted to water-level elevations by subtracting the depth to static water from Top of Casing (TOC) elevation.

Water-Level Elevation (ft msl) = TOC (ft msl) - Depth to Static Water (ft)

5.4 Instrumentation Calibration

Prior to use, portable field measurement instrumentation used or measuring conductivity and pH will be accurately calibrated on-site according to manufacturer's specifications. The probes will first be decontaminated to remove foreign material that may have accumulated on their components since their previous use. As recommended by the manufacturer, the probe's accuracy should first be verified and adjusted accordingly. Typically, conductivity probes are factory calibrated, but the accuracy should be confirmed in the field with a solution of known conductance, preferably in the range anticipated in the samples. The pH meter will first be standardized in the field by placing its

probe in a neutral reference buffer solution (pH=7), adjusting as necessary, and then rinsed with deionized water. The probe will then be placed in a pH reference buffer solution of either 4 or 10, depending on the pH range anticipated in the samples to be collected, and adjusted accordingly.

Prior to each sampling event, the water depth indicator probe shall be inspected for any damage and for proper operation. In addition, it should be periodically verified for accuracy by a comparison to a calibrated tape.

5.5 Field Sampling Data Sheets and Groundwater Sampling Field Report

A summary of all field activities including date, project name, weather conditions, sampling personnel, purpose of sampling, and site observations will be recorded on the Field Data Sheet. Information from this form will facilitate completion of the Groundwater Sampling Report. All forms can be found in Appendix B.

5.6 Purging/Bailing

Personnel performing water level measurements, well purging, or sampling will wear latex or nitrile gloves. The gloves will be changed when they become damaged and when activities begin at a different well location.

The following procedures will be followed for purging or bailing each monitor well prior to sampling:

- Prior to purging the wells, the volume of water in the well casing will be calculated based on the static water level, well casing diameter, and total depth measurements.

- The area around the well will be set-up to provide an area that will minimize potential contamination from the surroundings. If sampling equipment is to be set down, it should be placed on polyethylene sheeting to prevent contamination.

- The monitor well will be purged of a minimum of three well casing volumes of water using a manual hand bailer; electric or air-operated pump; or disposable or dedicated PVC bailer. The purging will continue until the field parameters of temperature, pH, and

specific conductivity of the water have stabilized or the well is pumped dry. The field parameters of temperature, pH, and specific conductivity will be considered stable when three consecutive field measurements, taken at least 3-5 minutes apart, are within 10% of each reading. When using a pump to purge the well, the pump intake should be located below, but near the static groundwater depth to allow for the collection of all potential types of contaminates that may exist in the groundwater. Non-dedicated pumps (if used) will be completely
decontaminated before using it in another well.

• Purged effluent will be stored, transported, and disposed of appropriately. The purged water removed from each well will be containerized until the results of the analysis are known. If analytical results indicate contaminants are below the Maximum Contaminant Level (MCL) for constituents that have an MCL and below detection limits for constituents without MCL's, then the water may be discharged into the site's storm water management system. If levels of contamination are above the MCL's or detection limits, the water will be managed as leachate and handled in accordance with the facility's leachate management plan.

If required, due to a hazardous classification, the water will be transported and disposed of at a permitted hazardous waste facility.

• Extremely slow recharging wells will be purged dry. The total amount of purged water will be measured and recorded.

The following purging information for each well be noted and recorded on the sampling field logbook:

1. Well number;
2. Well casing diameter;
3. Current outside temperature and weather conditions;
4. Well inspection information;

5. Date and time;

6. Static water level and total depth of well;

7. Height of water column and well casing volume;

8. Purging discharge rate, well purging time, volume of water purged; and

9. In situ water quality measurements (temperature, pH, and specific conductivity);

5.7 Groundwater Static Depth Stabilization

Prior to sample collection, the water surface should be allowed to stabilize, after purging, to within a minimum of ninety percent (90%) of the initial static groundwater depth. This provides for a representative and adequate volume of the aquifer's water to enter the well casing for sampling.

5.8 Well Sampling

Sampling personnel will wear nitrile, latex, or other equivalent non-powdered gloves during sampling to avoid contamination of the samples. Generally, wells should be sampled within 48 hours of purging or when the well has recovered to within 90% of the initial static water level. All sampling will be performed in a manner to minimize the possibility of sample aeration or agitation. Samplinq of wells will proceed from the least contaminated well to the most contaminated well if the degree of contamination is known. If the degree of contamination is unknown, then the sampling will proceed from the most upgradient to the downgradient wells. Precautions for avoidance of dust and exhaust generated by vehicles and sampling equipment should be taken. All sampling equipment and containers will be
protected to prevent cross-contamination of the samples.

Sampling may be conducted using dedicated. or disposable PVC, stainless steel, or Teflon bailers. Additionally, electric or air-operated pumps can also be used if the flow rate can be adjusted to less than 100 ml per minute to minimize turbulence and aeration of the sample during the collection of VOCs.

If hand bailers are used to collect the sample then the bailer will be rinsed once with well water prior to sample collection (first bail is discarded into the purged water containers). The bailer will be slowly lowered into the water to minimize turbulence and aeration of the sample. The bailer will then be slowly withdrawn and removed from the well and the sample containers filled from the bottom of the bailer using an appropriate bailer-discharging device. VOC samples will be obtained from a single bailer volume. The bailer will be equipped with a bottom valve apparatus/spigot to minimize turbulence and aeration of the sample.

The following parameter samples are to be collected from each monitor well in the exact order specified:

- VOCs are to be collected in two 40-milliliter (ml) glass vials that utilize Teflon-lined lids (septa), preserved with HCl, and immediately chilled to four degrees Celsius (4°C). The sampling personnel will minimize the introduction of air bubbles by allowing the water to flow down the inside of the container until a positive meniscus forms. If an air bubble exists after closing the lid, do not attempt to remove it, but collect another sample. For the collection of the VOCs, the pump flow rate will be adjusted to less than 100 ml per minute.

- Metals are to be collected in a high density polyethylene (HDPE) or glass container that is preserved with nitric acid (HNO_3) to a pH < 2, and immediately chilled to four degrees Celsius (4°C).

- Other constituents are to be collected in polyethylene or glass containers, and immediately chilled to four degrees Celsius (4°C) as specified in Appendix A, which details preservation, container type, and holding time requirements.

As each sample container is filled, the sampling time will be recorded on the sampling field log and the container will be labeled with the following information:

- Facility name and/or owner (i.e., HCPCT4);
- Monitoring well name and\or number (i.e., MW-1);

- Sample date and time;
- Preservatives utilized;
- Sampler's signature or initials.

5.9 Low-flow Purging and Sampling

As an alternative to the purging and sampling procedures described in Sections 5.6, 5.7, and 5.8, low-flow purging and sampling methods may be employed. The facility has an approved low-flow demonstration. In the event the facility elects to use low-flow purging and sampling techniques, all procedures and recommendations involved in the approved low-flow demonstration will be followed for sample purging and collection.

5.10 Field Sampling QA/QC

After purging the monitoring wells, samples shall be collected to document that sample collection and handling procedures have not affected the quality of the groundwater samples, QA/QC samples shall be prepared and analyzed as detailed below:

- **Equipment Blank:** Following decontamination of all non-dedicated or disposable sampling equipment, and prior to sample collection, reagent-grade water will be run over the sampling equipment and the rinsate collected in a clean container labeled as an Equipment Blank. A minimum of one equipment blank will be collected each day. This sample will be analyzed for all detection monitoring constituents, to measure the effectiveness of the decontamination procedure in removing contaminants from one sample collection point to another.

- **Field Blank:** A field blank will be prepared in the field by pouring reagent-grade water into empty sample containers. This procedure shall be conducted on the

downwind side of the facility or in another appropriate location that is the most representative of site sampling conditions. A minimum of one field blank will be collected per day. The sample will be analyzed for VOCs only and will verify field sampling procedures and check for the presence of airborne contaminants that may be present at the well site.

- **Trip Blank:** A minimum of one Trip Blank per sampling event and/or number of coolers containing VOC samples (whichever is greater) will be prepared by the laboratory with reagent-grade water, and shall accompany the VOC sample container coolers during site activities, but never opened. This blank will be analyzed for VOCs only to determine if any of the samples and/or containers have become contaminated before, during, or subsequent to the sampling event prior to laboratory analysis.

- **Field Duplicates:** One (1) Field Duplicate will be collected per day. The duplicate samples are prepared by collecting two samples from the same monitor well during the same sample collection period. One of the samples will be labeled only as "duplicate" so that the laboratory is unaware of the relationship between the two samples. The field personnel will note which well was duplicated on their field forms. The duplicate will be analyzed for all detection monitoring constituents. The purpose of these samples is to check the reliability (precision and accuracy) of the laboratory's techniques.

5.11 Sample Preservation and Holding Times

The proper container, preservation technique, and maximum holding times shall be in accordance with the requirements identified in the U.S. EPA Publication No., SW-846 (Test Methods for Evaluating Solid Waste, Physical/Chemical Methods). This information is provided in Appendix A. Preservation of samples may be conducted in the field immediately after the container is filled or the sample container can be pre-preserved by the laboratory in advance of the sampling event based on the specific testing required. The only exception will be for the analyses of volatile organic compounds, in which case the sample containers will always be pre-preserved by the laboratory.

6.0 SAMPLE CHAIN-OF-CUSTODY

The primary objective of the chain-of-custody is to create an accurate written verified record that can be used to trace the possession and handling of the samples from the moment of collection until receipt by the laboratory. Adequate sample custody will be achieved by proper completion of a Chain-of-Custody (COC) Form. Each party handling the samples will sign the COC and provide the date and.time when the samples were relinquished or received. A sample of the type of COC that will be used with each sampling event is included in Appendix B.

The COC form includes:

1. The unique sample number as obtained from the sample label;
2. Source of the sample;
3. Date and time of sample collection;
4. Name of person taking samples;
5. Analysis name and analytical method requested (or reference to list) ;
6. Signature of persons involved in the chain-of-custody; and
7. Inclusive dates of possession.

7.0 SAMPLE SHIPMENT AND HANDLING PROCEDURES

Subsequent to field activities, all samples collected shall be preserved as appropriate, and immediately transported to the laboratory within the required holding times, dictated by the specific analytical methods. To maintain sample integrity, the samples shall be kept in appropriate portable coolers that have a constant interior temperature

of 4°C, protect samples from sunliqht, and minimize the risk of sample container breakage. Under no circumstances shall dry ice be used as the chilling agent for sample preservation; dry ice has the potential to freeze samples, which can result in container breakage (i.e., glass containers may shatter). Custody seals will be placed on the coolers and will not be broken until the samples arrive in the analytical laboratory and are checked in by the laboratory personnel.

If samples are shipped by common carrier, the COC form will be completed with the signature of the relinquisher and the date and time relinquished. The COC is then placed in a sealable plastic storage bag and placed in the sample cooler. At the time and place of receipt of the samples, the receiving party will attach a copy of the bill of lading to the COC document.

8.0 LABORATORY REQUIREMENTS

The analysis of groundwater samples, along with the reports, evaluations, reviews, and checklists required of the laboratory will be completed by an environmental testing laboratory that is accredited by TCEQ. All work will be conducted in accordance with the standards of the National Environmental Laboratory Accreditation Conference (NELAC) or other standards acceptable to TCEQ.

8.1 Laboratory Precision and Accuracy

The precision and accuracy targets shown below have been established by TCEQ through published guidance and may be changed through revised guidance.

The practical quantitation limit (PQL) is defined in §330.405(f)(5) as the lowest concentration level that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions and is analogous to:

- the limit of quantitation (LOQ) definition in the 2003 NELAC Standard (National Environmental Laboratory Accreditation Conference),
- the detectability check sample (DCS), as defined in the TRRP guidance Review and

Reporting of COC Concentration Data (RG366/TRRP-13).

PQL "check sample" measurements will be acquired with a "performance approach" as defined by the USEPA, at the lower limit of quantitation-whose levels are the lowest expected results for the smallest detectable concentrations, greater than the detection limit, where the required sensitivity (precision and accuracy) is achieved. The method and source used by the MSW owner/operator to assess the lowest expected result must be provided.

Sensitivity measurements of the PQL check sample shall be estimated from eight (8) method and analyte specific data points whose calculated precision and accuracy meet the specified limits of the table below. At a minimum, PQL check sample analyses will continue to be conducted quarterly in order to demonstrate that the PQL estimate continues to meet the precision and accuracy data quality objectives defined in the table below.

Some analytes (poor performers) specified in 40 CFR (Code of Federal Regulations) Part 258 Appendix I and II will not meet the specified limits for precision and accuracy. In those instances, the MSW facility owner/operator shall submit sufficient information to establish alternate precision and accuracy limits to be evaluated on a case by case basis.

QC Specification Limits for PQL Check Samples at Lower Limit of Quantitation

Chemical of Concern	Precision (% RSD)	Accuracy (% Recovery)
Metals	10	70-130
Volatiles	20	50-150
Semi-Volatiles	30	50-150

Note: Non-detected results will be reported as less than the PQL (lower limit of detection) that meets these precision and accuracy requirements.

8.2 Data Examination and Laboratory Case Narrative

All analytical data submitted under the requirements of this permit will be examined by the owner or operator to ensure that the data quality objectives are considered and met prior to submitting the data to the TCEQ for review. The owner or operator will determine if the results representing the sample are accurate and complete. The quality control results, supporting data, and the results of the laboratory's review of the data must be included in the owner/operator's review of the data. Any potential impacts will be reported such as the bias on the quality of the data, footnotes in the report, and anything of concern that was identified in the laboratory case narrative summary.

The owner or operator will ensure that the laboratory documents and reports all problems and observed anomalies associated with the analysis. If analysis of the data indicates that the data fails to meet the quality control goals for the laboratory's analytical data analysis program, the owner or operator will determine if the data is usable. If the owner and/or operator determines the analytical data may be utilized, any and all problems and corrective action that the laboratory identified during the analysis will be included in the report submitted to the TCEQ.
A Laboratory Case Narrative (LCN) report for all problems and anomalies observed must be submitted by the owner or operator. The LCN will report the following information:

1. The exact number of samples, testing parameters, and sample matrix.

2. The name of the laboratory involved in the analysis. If more than one laboratory is used, all laboratories shall be identified in the case narrative.

3. The test objective regarding samples.

4. Explanation of each failed precision and accuracy measurement determined to be outside of the laboratory and/or method control limits

5. Explanation if the effect of the failed precision and accuracy measurements on the results induces a positive or negative bias.

6. Identification and explanation of problems associated with the sample results, along

with the limitations these problems have on data usability.

7. A statement on the estimated uncertainty of reported results when appropriate and/or when requested.

8. A statement of compliance and/or noncompliance with the requirements and specifications. Exceedance of holding times and identification of matrix interferences must be identified. Dilutions shall be identified and if dilutions are necessary, they must be done to the smallest dilution necessary to minimize matrix interferences and bring the sample into control for analysis.

9. Identification of any and all applicable quality assurance and quality control samples that will require special attention by the reviewer.

10. A statement on the quality control of the analytical method and information on the analytical recoveries shall be provided when appropriate and/or when requested.

In addition to the LCN, the following information must be submitted for all analytical data:

1. A table associating the field sample name with the sample identification in the laboratory report if the association is not made in the report.

2. Chain of custody.

3. An analytical report that documents the results and methods for each sample and analyte for each analytical testing event. These test reports must document the reporting limit and method detection limit the laboratory used.

4. A release statement from the laboratory. This statement must state “I am responsible for the release of this laboratory data package. This data package has been reviewed by the laboratory and is complete and technically compliant with the requirements of the methods used, except where noted by the laboratory in the attached exception reports. By my signature below, I affirm to the best of my knowledge, all problems/anomalies, observed by the laboratory as having the

potential to affect the quality of the data, have been identified by the laboratory in the Laboratory Review Checklist, and no information or data have been knowingly withheld that would affect the quality of the data."

a. If an in-house laboratory is used, the following statement must also be included: "This laboratory is an in-house laboratory controlled by the person responding to rule. The official signing the cover page of the rule-required report in which these data are used is responsible for releasing this data package and is by signature affirming the above release statement is true."

5. If the data are from soil and/or sediment samples, they must be reported on a dry weight basis with the percent solids and the percent moisture reported so that back calculations of the wet analysis may be performed.

6. A laboratory checklist. For every response of "No" or "NR" that is reported on the checklist, the permittee will ensure the laboratory provides a detailed description of the reason for each in an "Exception Report." The permittee will require that the laboratory use the checklist. The laboratory will use the current versions of the Laboratory Package Cover Page and Data Review Checklist, including the Exception Report. The permittee will evaluate the data and write a narrative of the problems identified by the laboratory in the checklist.

9.0 DATA EVALUATION

9.1 Background Data Statistical Evaluation

Background groundwater quality for all monitoring wells in the groundwater monitoring system will be determined in accordance with 30 TAC §330.405 (e) & (f). The goal of the statistical evaluation is to identify evidence of a Statistical Significant Increase (SSI) in constituents listed in Appendix A as required by30 TAC §330. 419. Eight (8) background groundwater samples will be collected from each monitoring well in the groundwater monitoring system. Background data sets may be updated once ever two years with semiannual detection monitoring results that are demonstrated to be representative of background groundwater quality.

Intrawell statistical "upper prediction limits" for inorganic constituents listed in 30 TAC §330. 419 in each monitoring well in the groundwater monitoring system will be established utilizing Sanitas™ statistical software. Non-filtered background analytical results will be utilized to establish the upper prediction limits. Future semiannual detection monitoring results will be compared with the upper prediction limits (inorganics) or reporting limits (organics) to determine if a SSI has occurred.
Non-statistical analysis will be used for evaluation of the VOC's identified in Appendix A for each monitoring well in the Detection Monitoring program. Any VOC detected above the
reporting limit will be considered an SSI.

9.2 Detection Monitoring Data Evaluation

Upon receiving the groundwater sampling data from the laboratory, it shall be organized in a format that it can be clearly understood and analyzed. For each sampling event, HCPCT4 will make a selection of at least one or more of the following data presentation formats:

• Tables: provide an overall summary of the data in a neat, clearly understood format that allows straightforward analysis and comparison to other data points and standards;

• Contour Maps: placement of contaminant concentrations in contours on a map assist in conveying a clearer picture of contamination distribution. Contaminant distribution and associated concentrations will dictate whether this format can be easily utilized;

• Time Series Displays (X and Y Line Graphs): assist in the display of single or multiple contaminant concentration variations over time for a single data point or for multiple point comparison; and/or

• Histograms (X and Y Bar Graphs): allows comparisons of the magnitudes of single or multiple data point contaminant concentrations.

The data will be evaluated not later than 60 days after each monitoring event to determine whether the landfill has released contaminants to the uppermost aquifer. The evaluation will consist of a determination of whether a Statistically Significant Increase (SSI) has

occurred as described in Section 9.3 below. If the facility is found to be contaminating the uppermost aquifer, the TCEQ may order corrective action appropriate to protect human health and the environment up to and including that in §§330.411, 330.413, and 330.415 relating to Assessment of Corrective Measures; Selection of Remedy; and Implementation of the Corrective Action Program.

9.3 Determination of Statistically Significant Increase

A determination will be made as to whether an SSI has occurred in the concentration of any constituents listed in 30 TAC §330. 419 within 60 days of each groundwater sampling event. If an SSI is observed, HCPCT4 will notify the Executive Director, in writing, within 14 days of the SSI determination (30 TAC §330. 407(b)) and the following actions will be initiated:

1. HCPCT4 shall immediately place a notice in the operating record describing the increase and shall establish an assessment monitoring program meeting the requirements of §330. 409 within 90 days of the date of the notice to the TCEQ, except as provided in (2) and (3) below.

2. HCPCT4 shall submit results of re-sampling as appropriate for the statistical method within 60 days of the apparent SSI determination. The re-sample data may be used to statistically confirm of disprove the SSI determination.

3. If there is reasonable cause to think that a source for the SSI is a result of error in sampling, analysis, statistical evaluation, or natural variation in the groundwater quality, HCPCT4 will submit an alternate source demonstration report (ASD), prepared and certified by a qualified groundwater scientist or engineer and submitted to the Executive Director for review and approval (30 TAC §330 407(b)(3). HCPCT4 will:

- Notify the TCEQ within 14 days of the SSI determination that HCPCT4 intends to submit an ASD.

- Submit the ASD to the TCEQ within 90 days of the SSI determination.

- Groundwater samples for constituents addressed by the ASD will not be filtered prior to laboratory analysis.

- Continue detection monitoring .

The landfill will return to detection monitoring if the TCEQ approves the ASD.

9.4 Assessment Monitoring Trigger

Assessment monitoring will be triggered if a SSI has occurred in the concentration of any constituents listed in 30 TAC §330. 419 and re-sampling results confirm the SSI or if the ASD is not satisfactory. See the requirements for assessment monitoring in Section 11.0 below.

10.0 ANNUAL DETECTION MONITORING REPORT

Annual detection monitoring reports will be submitted within 90 days after the last groundwater sampling event in a calendar year. The report will include an introductory letter that briefly describes the event and highlights any anomalies, on-going issues from previous events, a statement regarding whether a SSI has occurred in any well and the status of the SSI, any recommended changes to the monitoring or reporting program, and a narrative of any problems identified by the laboratory. The report will include the following information:

Monitoring Events Summary

- Analytical Results Summary
- Purging and Sampling Summary
- Background Analytical Results Summary
- Comparison of Current to Background Data through Tables, Graphs, Calculations. Drawings, etc., as necessary.

Groundwater Elevation Summary

- Groundwater Elevation Data Summary
- Groundwater Elevation Contour Plot
- Groundwater Flow Direction and Rate with Rate Calculations

TCEQ Groundwater Sampling Reports, Form TCEQ 0312 (or current approved forms)

Quality Control Data

- Duplicate Comparison Summary
- Field Blank, Equipment Blank, and Trip Blank Summary
- Laboratory Data Package Cover Page
- Laboratory Review Checklist
- Exceptions Report
- Laboratory Case Narrative
- Chain-of-Custody forms;

Laboratory Reports

- Laboratory reports, including all analytical data, may be submitted in either hard copy or electronic format acceptable to or requested by TCEQ.

Additional Information

- Explanation of any problems encountered in the laboratory analysis by extension of the Laboratory Review Checklist or Laboratory Case Narrative

- Any information required in the laboratory case narrative that cannot be completed by the laboratory.

- Recommendations for changes to the GWSAP and groundwater monitoring system.

- Any additional information requested by the TCEQ

11.0 ASSESSMENT MONITORING

If during Detection Monitoring an SSI has been detected and no cause can be determined other than a release from the MSWLF unit, then assessment monitoring program in accordance 30 TAC §330. 409, shall be initiated within 90 days after verifying the SSI. Assessment monitoring shall be initiated at the well(s) exhibiting the SSI and at the intermediately adjacent wells on each side of the well(s) exhibiting the SSI, unless an alternative subset of wells is designated by the Executive Director. The frequency of sampling and the testing parameters will be those stated in 30 TAC §330.409.

12.0 CORRECTIVE MEASURES

As required in 30 TAC § 330.409 (g), corrective measures will be implemented as necessary based on the results of assessment monitoring and groundwater protection standards. Assessment of corrective measures will be implemented in accordance with 30 TAC §330.411. The owner or operator will submit a report describing the remedy or remedies purposed for selection in accordance with 30 TAC § 330.413. The report will include a schedule for initiating and completing the remedial activities. The schedule shall require the initiation of remedial activities within a reasonable time approved by the executive director. Implementation of the Corrective Action Program will be conducted in accordance with 30 TAC § 330.415.

APPENDIX A

Lists

Sampling Parameters

Sample Collection, Preservation, Holding Times & Test Methods

Appendix I to Part 258—Constituents for Detection Monitoring

Common name[1]	CAS RN[2]
Inorganic Constituents:	
(1) Antimony	(Total)
(2) Arsenic	(Total)
(3) Barium	(Total)
(4) Beryllium	(Total)
(5) Cadmium	(Total)
(6) Chromium	(Total)
(7) Cobalt	(Total)
(8) Copper	(Total)
(9) Lead	(Total)
(10) Nickel	(Total)
(11) Selenium	(Total)
(12) Silver	(Total)
(13) Thallium	(Total)
(14) Vanadium	(Total)
(15) Zinc	(Total)
Organic Constituents:	
(16) Acetone	67-64-1
(17) Acrylonitrile	107-13-1
(18) Benzene	71-43-2
(19) Bromochloromethane	74-97-5
(20) Bromodichloromethane	75-27-4
(21) Bromoform; Tribromomethane	75-25-2
(22) Carbon disulfide	75-15-0
(23) Carbon tetrachloride	56-23-5
(24) Chlorobenzene	108-90-7
(25) Chloroethane; Ethyl chloride	75-00-3
(26) Chloroform; Trichloromethane	67-66-3
(27) Dibromochloromethane; Chlorodibromomethane	124-48-1
(28) 1,2-Dibromo-3-chloropropane; DBCP	96-12-8
(29) 1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4
(30) o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1
(31) p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7
(32) trans-1, 4-Dichloro-2-butene	110-57-6
(33) 1,1-Dichlorethane; Ethylidene chloride	75-34-3
(34) 1,2-Dichlorethane; Ethylene dichloride	107-06-2
(35) 1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4
(36) cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2
(37) trans-1, 2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5
(38) 1,2-Dichloropropane; Propylene dichloride	78-87-5
(39) cis-1,3-Dichloropropene	10061-01-5
(40) trans-1,3-Dichloropropene	10061-02-6
(41) Ethylbenzene	100-41-4
(42) 2-Hexanone; Methyl butyl ketone	591-78-6
(43) Methyl bromide; Bromomethane	74-83-9
(44) Methyl chloride; Chloromethane	74-87-3
(45) Methylene bromide; Dibromomethane	74-95-3
(46) Methylene chloride; Dichloromethane	75-09-2
(47) Methyl ethyl ketone; MEK; 2-Butanone	78-93-3
(48) Methyl iodide; Idomethane	74-88-4
(49) 4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1
(50) Styrene	100-42-5

(51) 1,1,1,2-Tetrachloroethane	630-20-6
(52) 1,1,2,2-Tetrachloroethane	79-34-5
(53) Tetrachloroethylene; Tetrachloroethene; Perchloroethylene	127-18-4
(54) Toluene	108-88-3
(55) 1,1,1-Trichloroethane; Methylchloroform	71-55-6
(56) 1,1,2-Trichloroethane	79-00-5
(57) Trichloroethylene; Trichloroethene	79-01-6
(58) Trichlorofluoromethane; CFC-11	75-69-4
(59) 1,2,3-Trichloropropane	96-18-4
(60) Vinyl acetate	108-05-4
(61) Vinyl chloride	75-01-4
(62) Xylenes	1330-20-7

[1]Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

[2]Chemical Abstract Service registry number. Where “Total” is entered, all species in the ground water that contain this element are included.

[70 FR 34555, June 14, 2005; 70 FR 44150, Aug. 1, 2005]

SAMPLE COLLECTION, PRESERVATION, HOLDING TIMES, AND TEST METHODS

Parameter	Sample Volume	Sample Container	Preservation	Holding Time (days)	Laboratory Test Method*
Specific Conductance	100 ml	P,G	none	immediate	9050A & SM2510B
pH	25 ml	P,G	none	immediate	9040C & SM4500H-B
Temperature	25 ml	P,G	none	immediate	----
Heavy Metals	1000 ml	P,G	HNO_3 to pH <2 cool, 4° C	180	200.8/6020 & 7470/SM 3112 B
Volatile Organic Compounds (VOCs)	4-40 ml	glass vial w/septum caps	cool, 4° C, HCL	14	8260B

P = Polyethylene, G = Glass, T = Teflon-lined caps.

APPENDIX B

Forms

Field Data Sheet

Chain-of-Custody (COC) Form

TCEQ Form 0312

Laboratory Data Package Cover Page

Laboratory Review Checklist

Hidalgo County Precinct No. 4 Landfill
Permit No. 1593-A
Low-Flow Field Data Sheet

Date: _____ MW I.D.: MW-_____

Weather:_____ _____°F Sample team: _____

EVENT INFORMATION

Background ____ Detection ____

MONITOR WELL DATA

Total depth (ft) _____ Casing diameter _____ inches

Static water level (ft) _____ Pump vol. _____ ml; Tubing vol. _____ ml

Water column (ft) _____ Total of pump/tubing volume: _____ ml

PURGE AND SAMPLE DATA

Pump controller purge I.D. No.: _____ Set-up purge volume: _____ ml

time	purge rate mL/min	water level ft.	pH	conductivity mS/cm or µs/cm	temp °C	DO mg/l	ORP mV	turbidity NTU

Drawdown _____ ft.
Number of pump and tubing volumes or volume purged: _____ ml

Well inspection comments: _____

Gas = _____%or%LEL, T= _____°F

ANALYSYS LABORATORIES

NELAP ACCREDITED TNI LABORATORY

3512 Montopolis Drive, Austin, TX 78744
Ph:(512) 385-5886 Fax: (512) 385-7411

2209 N. Padre Island Dr., Ste K Corpus Christi, TX 78408
Ph:(361)289-6384 Fax: (361) 289-0875

CHAIN-OF-CUSTODY

Web: www.analysysinc.com
E-Mail: analysys@analysysinc.com

TYPICAL

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

ATTN: _____

PHONE _____ FAX/EMAIL _____

BILL TO COMPANY: _____ PAGE _____ OF _____

BILL TO ADDRESS: _____

PO# _____

PROJECT NAME _____

PROJECT NUMBER _____ SAMPLER _____

Special Reporting

TRRP Report ☐
EDD Spreadsheet ☐
Dry Weight Basis ☐

5035 Requirements

Petroleum Storage Tank Rule ☐
No Hydrocarbons in C6-C12 Range ☐
VOA Vial Could Not Be Used for ☐

Client Sample No. Description/Identification	Date Sampled	Time Sampled	# of Containers	Grab	Composite	Lab I.D. # (Lab Only)	No. of Containers and Preservative: Ice	HNO3	HCL	ZnAc/NaOH	H2SO4 Glass	Unpreserved	Other (Specify)	Matrix: Water-W Soil-S Air-A Waste-WST Other-Specify	PARAMETERS(1)												TAT* 24hr / 48hr / 72hr / Standard

Special Instructions (such as special QC requirements, lists, methods, etc…)

Additional reports to:

(1)Unless specifically requested otherwise on this Chain-of-custody and/or attached documentation, all analyses will be conducted using ASI's method of choice and all data will be reported to ASI's normal reporting limits (MDL/PQL). For GC/MS volatiles and extractables, unless specific analytical parameter lists are specified on this chain-of-custody or attached to this chain-of-custody, ASI will default to Priority Pollutants or ASI's HSL list at ASI's option. Specific compound lists must be supplied for all GC procedures.

Temperature upon receipt (Consistant with NELAC sec. 5.11) (>0-6˚C)

Sample Relinquised By				Sample Received By				˚C-observed	˚C-corrected	T#:
Name	Affiliation	Date	Time	Name	Affiliation	Date	Time			
								Temp Blank ☐		Ambient ☐
								Lab ID #		

[Tendering of above described samples to AnalySys, Inc. for analytical testing constitutes agreement by buyer/sampler to AnalySys, Inc.'s standard terms.]

* By selecting RUSH/Accelerated TAT, client agrees to additional fees. Please call your Project Manager. ASI will make all reasonable efforts to meet rush requests.

Texas Commission on Environmental Quality
Waste Permits Division, Municipal Solid Waste Permits Section
Groundwater Sampling Report

Facility name_____

Permittee_____

County_____

Name of sampler_____

Affiliation of sampler_____

If split-sampled, with whom?_____

Integrity of well_____

Installation date_____

5. Purging/Sampling method_____
(enter Bailer or Pump)

Were low-flow methods used? [ ] yes [ ] no
(check one)

If yes, what volume was purged?_____

6. Well volumes purged_____
(enter 1, 2, 2.5, 3, etc)

7. Was the well dry before purging? [ ] yes [ ] no
(check one)

8. Was the well dry after purging? [ ] yes [ ] no
(check one)

9. How long before sampling?_____
(enter time)

10. Unit of measure?_____
(days, hours, or mins)

1. MSW permit no. _____
(Essential Field)

2. Monitor well no. _____
(Essential Field)

3. Date of sampling _____
(Essential Field)

Most recent previous sampling_____

Date of water level measurements_____

Datum reference point_____

Datum elevation*_____

Depth to water (below datum)*_____

4. Water level elevation*_____

11. Sample Event_____
(enter one of the selections below)

- Background
- Detection Monitoring
- Assessment
- Corrective Action
- Other

12. Sample Schedule_____
(enter one of the selections below)

- Quarterly
- Semi-Annual
- Annual
- Fourth Year
- Other

13. Sample Type_____
(enter one of the selections below)

- Regular
- Duplicate
- Resample
- Split
- Other

Field Measurements: 14. pH _____

15. Spec. cond._____ 16. [ ] umho/cm or [ ] mmho/cm *(check one)*

17. Temp. _____ 18. [ ] °F or [ ] °C *(check one)*

Laboratory: 19. Name _____ Phone _____

Address _____

Representative _____
(name) *(signature)* *(date)*

Site operator or representative_____
(name) *(signature)* *(date)*

***Report depth to water and elevations to nearest 0.01 foot relative to mean sea level (MSL).**

Texas Commission on Environmental Quality
Waste Permits Division, Municipal Solid Waste Permits Section
Groundwater Sampling Report

Heavy Metals

Constituent		Concentration	Reporting Limits[-3]	Method
Antimony	T[1] D[2]	µg/l	µg/l	
Arsenic	T D	µg/l	µg/l	
Barium	T D	µg/l	µg/l	
Beryllium	T D	µg/l	µg/l	
Cadmium	T D	µg/l	µg/l	
Chromium	T D	µg/l	µg/l	
Cobalt	T D	µg/l	µg/l	
Copper	T D	µg/l	µg/l	
Lead	T D	µg/l	µg/l	
Mercury	T D	µg/l	µg/l	
Nickel	T D	µg/l	µg/l	
Selenium	T D	µg/l	µg/l	
Silver	T D	µg/l	µg/l	
Thallium	T D	µg/l	µg/l	
Vanadium	T D	µg/l	µg/l	
Zinc	T D	µg/l	µg/l	
Iron	T D	µg/l	µg/l	
Manganese	T D	µg/l	µg/l	

[1, 2] Indicate whether analyses for Total (T) or Dissolved (D); use two pages if both are run. If analyses for dissolved concentrations, indicate filter pore size [ ] 0.45, [ ] 1, [ ] 10, [ ] ____ micron, and whether filtered [ ] in field or [ ] in laboratory.

[3] Indicate if reporting limits are _____ PQLs or _____ MDLs.

Texas Commission on Environmental Quality
Waste Permits Division, Municipal Solid Waste Permits Section
Groundwater Sampling Report

Volatile Organic Compounds (VOCs) [1]

Constituent	Concentration (µg/L)	Reporting Limit (µg/L) [2]	Method	CAS No.
Acetone				67-64-1
Acrylonitrile				107-13-1
Benzene				71-43-2
Bromochloromethane				74-97-5
Bromodichloromethane				75-27-4
Bromoform				75-25-2
Carbon disulfide				75-15-0
Carbon tetrachloride				56-23-5
Chlorobenzene				108-90-7
Chloroethane				75-00-3
Chloroform				67-66-3
Dibromochloromethane				124-48-1
1,2-Dibromo-3-chloropropane				96-12-8
1,2-Dibromoethane				106-93-4
o-Dichlorobenzene (1,2)				95-50-1
p-Dichlorobenzene (1,4)				106-46-7
trans-1,4-Dichloro-2-butene				110-57-6
1,1-Dichloroethane				75-34-3
1,2-Dichloroethane				107-06-2
1,1-Dichloroethylene				75-35-4
cis-1,2-Dichloroethylene				156-59-2
trans-1,2-Dichloroethylene				156-60-5
1,2-Dichloropropane				78-87-5
cis-1,3-Dichloropropene				10061-01-5
trans-1,3-Dichloropropene				10061-02-6
Ethylbenzene				100-41-4
2-Hexanone				591-78-6
Methyl bromide				74-83-9
Methyl chloride				74-87-3
Methylene bromide				74-95-3
Methylene chloride				75-09-2
Methyl ethyl ketone				78-93-3
Methyl iodide				74-88-4
4-Methyl-2-pentanone				108-10-1
Styrene				100-42-5
1,1,1,2-Tetrachloroethane				630-20-6
1,1,2,2-Tetrachloroethane				79-34-5
Tetrachloroethylene				127-18-4
Toluene				108-88-3
1,1,1-Trichloroethane				71-55-6
1,1,2-Trichloroethane				79-00-5
Trichloroethylene				79-01-6
Trichlorofluoromethane				75-69-4
1,2,3-trichloropropane				96-18-4
Vinyl acetate				108-05-4
Vinyl chloride				75-01-4
Xylenes (total)				1330-20-7

[1] Samples for VOCs must not be filtered.

[2] Indicate if reporting limits are _____ PQLs or _____ MDLs.

Texas Commission on Environmental Quality
Waste Permits Division, Municipal Solid Waste Permits Section
Groundwater Sampling Report

Other Constituents

Constituent [1]	Concentration [2]	Reporting Limit [2, 3]	Method

Laboratory Data Package Cover Page

This data package consists of:

- ☐ This signature page, the laboratory review checklist, and the following reportable data:
- ☐ R1 Field chain-of-custody documentation;
- ☐ R2 Sample identification cross-reference;
- ☐ R3 Test reports (analytical data sheets) for each environmental sample that includes:
  a) Items specified in NELAC Chapter 5 for reporting results, e.g., Section 5.5.10 in 2003 NELAC Standard
  b) dilution factors,
  c) preparation methods,
  d) cleanup methods, and
  e) if required for the project, tentatively identified compounds (TICs).
- ☐ R4 Surrogate recovery data including:
  a) Calculated recovery (%R), and
  b) The laboratory's surrogate QC limits.
- ☐ R5 Test reports/summary forms for blank samples;
- ☐ R6 Test reports/summary forms for laboratory control samples (LCSs) including:
  a) LCS spiking amounts,
  b) Calculated %R for each analyte, and
  c) The laboratory's LCS QC limits.
- ☐ R7 Test reports for project matrix spike/matrix spike duplicates (MS/MSDs) including:
  a) Samples associated with the MS/MSD clearly identified,
  b) MS/MSD spiking amounts,
  c) Concentration of each MS/MSD analyte measured in the parent and spiked samples,
  d) Calculated %Rs and relative percent differences (RPDs), and
  e) The laboratory's MS/MSD QC limits
- ☐ R8 Laboratory analytical duplicate (if applicable) recovery and precision:
  a) the amount of analyte measured in the duplicate,
  b) the calculated RPD, and
  c) the laboratory's QC limits for analytical duplicates.
- ☐ R9 List of method quantitation limits (MQLs) for each analyte for each method and matrix;
- ☐ R10 Other problems or anomalies.
- ☐ The Exception Report for every "No" or "Not Reviewed (NR)" item in laboratory review checklist.

Release Statement: I am responsible for the release of this laboratory data package. This data package as been reviewed by the laboratory and is complete and technically compliant with the requirements of the methods used, except where noted by the laboratory in the attached exception reports. By my signature below, I affirm to the best of my knowledge, all problems/anomalies, observed by the laboratory as having the potential to affect the quality of the data, have been identified by the laboratory in the Laboratory Review Checklist, and no information or data have been knowingly withheld that would affect the quality of the data.

Check, if applicable: [ ] This laboratory is an in-house laboratory controlled by the person responding to rule. The official signing the cover page of the rule-required report (for example, the APAR) in which these data are used is responsible for releasing this data package and is by signature affirming the above release statement is true.

Name (Printed)	Signature	Official Title (printed)	Date

Laboratory Review Checklist: Reportable Data

Laboratory Name:	LRC Date:
Project Name:	Laboratory Job Number:
Reviewer Name:	Prep Batch Number(s):

#[1]	A[2]	Description	Yes	No	NA[3]	NR[4]	ER#[5]
		Chain-of-custody (C-O-C)					
R1	OI	Did samples meet the laboratory's standard conditions of sample acceptability upon receipt?					
		Were all departures from standard conditions described in an exception report?					
R2	OI	**Sample and quality control (QC) identification**					
		Are all field sample ID numbers cross-referenced to the laboratory ID numbers?					
		Are all laboratory ID numbers cross-referenced to the corresponding QC data?					
R3	OI	**Test reports**					
		Were all samples prepared and analyzed within holding times?					
		Other than those results < MQL, were all other raw values bracketed by calibration standards?					
		Were calculations checked by a peer or supervisor?					
		Were all analyte identifications checked by a peer or supervisor?					
		Were sample quantitation limits reported for all analytes not detected?					
		Were all results for soil and sediment samples reported on a dry weight basis?					
		Were % moisture (or solids) reported for all soil and sediment samples?					
		If required for the project, TICs reported?					
R4	O	**Surrogate recovery data**					
		Were surrogates added prior to extraction?					
		Were surrogate percent recoveries in all samples within the laboratory QC limits?					
R5	OI	**Test reports/summary forms for blank samples**					
		Were appropriate type(s) of blanks analyzed?					
		Were blanks analyzed at the appropriate frequency?					
		Were method blanks taken through the entire analytical process, including preparation and, if applicable, cleanup procedures?					
		Were blank concentrations < MQL?					
R6	OI	**Laboratory control samples (LCS):**					
		Were all COCs included in the LCS?					
		Was each LCS taken through the entire analytical procedure, including prep and cleanup steps?					
		Were LCSs analyzed at the required frequency?					
		Were LCS (and LCSD, if applicable) %Rs within the laboratory QC limits?					
		Does the detectability data document the laboratory's capability to detect the COCs at the MDL used to calculate the SQLs?					
		Was the LCSD RPD within QC limits?					
R7	OI	**Matrix spike (MS) and matrix spike duplicate (MSD) data**					
		Were the project/method specified analytes included in the MS and MSD?					
		Were MS/MSD analyzed at the appropriate frequency?					
		Were MS (and MSD, if applicable) %Rs within the laboratory QC limits?					
		Were MS/MSD RPDs within laboratory QC limits?					
R8	OI	**Analytical duplicate data**					
		Were appropriate analytical duplicates analyzed for each matrix?					
		Were analytical duplicates analyzed at the appropriate frequency?					
		Were RPDs or relative standard deviations within the laboratory QC limits?					
R9	OI	**Method quantitation limits (MQLs):**					
		Are the MQLs for each method analyte included in the laboratory data package?					
		Do the MQLs correspond to the concentration of the lowest non-zero calibration standard?					
		Are unadjusted MQLs included in the laboratory data package?					
R10	OI	**Other problems/anomalies**					
		Are all known problems/anomalies/special conditions noted in this LRC and ER?					
		Were all necessary corrective actions performed for the reported data?					
		Was applicable and available technology used to lower the SQL minimize the matrix interference affects on the sample results?					

Laboratory Review Checklist: Supporting Data

Laboratory Name:	LRC Date:
Project Name:	Laboratory Job Number:
Reviewer Name:	Prep Batch Number(s):

#[1]	A[2]	Description	Yes	No	NA[3]	NR[4]	ER#[5]
S1	OI	**Initial calibration (ICAL)**					
		Were response factors and/or relative response factors for each analyte within QC limits?					
		Were percent RSDs or correlation coefficient criteria met?					
		Was the number of standards recommended in the method used for all analytes?					
		Were all points generated between the lowest and highest standard used to calculate the curve?					
		Are ICAL data available for all instruments used?					
		Has the initial calibration curve been verified using an appropriate second source standard?					
S2	OI	**Initial and continuing calibration verification (ICCV and CCV) and continuing calibration blank[6] :**					
		Was the CCV analyzed at the method-required frequency?					
		Were percent differences for each analyte within the method-required QC limits?					
		Was the ICAL curve verified for each analyte?					
		Was the absolute value of the analyte concentration in the inorganic CCB < MDL?					
S3	O	**Mass spectral tuning:**					
		Was the appropriate compound for the method used for tuning?					
		Were ion abundance data within the method-required QC limits?					
S4	O	**Internal standards (IS):**					
		Were IS area counts and retention times within the method-required QC limits?					
	OI	**Raw data (NELAC section 1 appendix A glossary, and section 5.)**					
		Were the raw data (for example, chromatograms, spectral data) reviewed by an analyst?					
		Were data associated with manual integrations flagged on the raw data?					
S6	O	**Dual column confirmation**					
		Did dual column confirmation results meet the method-required QC?					
S7	O	**Tentatively identified compounds (TICs):**					
		If TICs were requested, were the mass spectra and TIC data subject to appropriate checks?					
S8	I	**Interference Check Sample (ICS) results:**					
		Were percent recoveries within method QC limits?					
S9	I	**Serial dilutions, post digestion spikes, and method of standard additions**					
		Were percent differences, recoveries, and the linearity within the QC limits specified in the method?					
S10	OI	**Method detection limit (MDL) studies**					
		Was a MDL study performed for each reported analyte?					
		Is the MDL either adjusted or supported by the analysis of DCSs?					
S11	OI	**Proficiency test reports:**					
		Was the laboratory's performance acceptable on the applicable proficiency tests or evaluation studies?					
S12	OI	**Standards documentation**					
		Are all standards used in the analyses NIST-traceable or obtained from other appropriate sources?					
S13	OI	**Compound/analyte identification procedures**					
		Are the procedures for compound/analyte identification documented?					
S14	OI	**Demonstration of analyst competency (DOC)**					
		Was DOC conducted consistent with NELAC Chapter 5C?					
		Is documentation of the analyst's competency up-to-date and on file?					
S15	OI	**Verification/validation documentation for methods** (NELAC Chap 5n 5)					
		Are all the methods used to generate the data documented, verified, and validated, where applicable?					
S16	OI	**Laboratory standard operating procedures (SOPs):**					
		Are laboratory SOPs current and on file for each method performed?					

Laboratory Review Checklist: Exception Reports	
Laboratory Name:	LRC Date:
Project Name:	Laboratory Job Number:
Reviewer Name:	Prep Batch Number(s):

ER #[5]	DESCRIPTION

1. Items identified by the letter "R" must be available as a hard copy or as a .pdf file. Items identified by the letter "S" should be retained and made available upon request for the appropriate retention period.
2. O= organic analyses; I = inorganic analyses (and general chemistry, when applicable);
3. NA = Not applicable;
4. NR = Not reviewed;
5. ER# = Exception Report identification number (an Exception Report should be completed for an item if "NR" or "No" is checked).

6. CCB = Continuing Calibration Blank

ATTACHMENT 5

Fee Payment Receipt

2. Authorization Type
Select **ONE** box that indicates the type of authorization that the application is represents.

3. Application Type
Select **ONE** box that indicates the application type for the submittal.

4. Application Fees
For modifications and temporary authorizations, the application fee is $150. Select **ONE** box that indicates the method of payment of application fee for the submittal.

Payment may be made online using TCEQ e-pay at www.tceq.state.tx.us/e-services/. If payment is made online, enter the E-pay confirmation number.

If fee is paid by check, send payment directly to the following address and include a photocopy of the check in the original application submitted to the MSW Permits Section.

Texas Commission on Environmental Quality
Financial Administration Division, MC 214
P. O. Box 13087
Austin, Texas 78711-3087

5. Application URL
For modifications without public notice, all modifications to an arid exempt landfill, or temporary authorization requests, the URL address of a publicly accessible internet web site is not required.

For permit modifications with public notice, provide the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted.

6. Confidential Documents
The Commission has a responsibility to provide a copy of each application to other review agencies and to interested persons upon request and to safeguard confidential material from becoming public knowledge. Thus, the Commission requests that the applicant (1) be prudent in the designation of material as confidential and (2) submit such material only when it might be essential to the staff in their development of a recommendation.

The Commission suggests that the applicant **NOT** submit confidential information as part of the permit or registration application. However, if this cannot be avoided, the confidential information should be described in non-confidential terms throughout the application, cross-referenced, and submitted as a separate document or binder, and conspicuously marked "CONFIDENTIAL."

Reasons of confidentiality include the concept of trade secrecy and other related legal concepts which give a business the right to preserve confidentiality of business information to obtain or retain advantages from its right in the information. This includes authorizations under, 18 U.S.C. 1905 and special rules cited in 40 CFR Chapter I, Part 2, Subpart B.

The applicant may elect to withdraw any confidential material submitted with the application. However, the permit or registration cannot be modified if the application is incomplete.

7. General Facility Information
Provide general facility information as listed under this Section. Facility name provided in this Section should match the Regulated Entity Name (Item #23) in the TCEQ Core Data Form.

If the Regulated Entity Reference Number has not been issued for the facility, complete a TCEQ Core Data Form and submit it with this application.

AI-52527 **Budget and Management** **21. A.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval and acceptance of Order dated October 29, 2015 setting salary of Court Reporters for 2016.
2. Approval and acceptance of Order dated October 29, 2015 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2016.
3. Approval of interdepartmental and intradepartmental transfers.
4. Approval to revise the Salary Schedule in accordance with Commissioners Court action.

BACKGROUND

2016 County Auditor's budget approved by the Board of Judges includes salary increases greater than the 3% COLA as well as operating expenses.

The total budget increase from 2015 to 2016 is $113,668.35 or 3.9%.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Court Reporters - Intradepartmental Transfers

Co Auditor - Interdepartmental Transfer; funds available pending approval of AI-52632 (CC Consent 12/15/15)
Intradepartmental Transfer to fund object codes properly

Attachments

Court Order - Salary of Court Reports

Court Order - Salary of County Auditor
Fiscal Note
transfer
transfer
transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/07/2015 03:07 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Debbie Tamez		Started On: 12/04/2015 09:49 AM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 26

FILED
AT 11:33 O'CLOCK A M
NOV 05 2015
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
By _____ Deputy#45

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County District Judges met at 11:30 a.m. on the 29th day of October 2015, in the 139th District Court Courtroom, for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas, be set effective January 01, 2016, as per "Exhibit C".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2016.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 29th day of October 2015, as follows:

Luis M. Singleterry, Judge
92nd Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

DATE 11/5/15
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy 45

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 26

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Judges met at 11:30 a.m. on the 29th day of October 2015, in the 139th District Court Courtroom for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas, be set effective January 01, 2016, as per "Exhibit C".

THEREFORE, it is the Order of the County Courts at Law of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2016:

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the County Courts at Law of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 29th day of October 2015 as follows:

Rodolfo Gonzalez, Judge
County Court at Law No. 1

Jaime J. Palacios, Judge
County Court at Law No. 2

Homero Garza, Judge
Probate Court of Hidalgo County

Fred Garza, Judge
County Court at Law No. 4

Arnoldo Cantu, Judge
County Court at Law No. 5

Albert Garcia, Judge
County Court at Law No. 6

Sergio Valdez, Judge
County Court at Law No. 7

Omar Maldonado, Judge
County Court at Law No. 8

Exhibit C

2016 Court Reporters Salary

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 27

COURT	AMOUNT
92nd District Court	$ 78,999.00
93rd District Court	91,644.00
139th District Court	87,550.00
206th District Court	83,797.00
275th District Court	82,321.00
332nd District Court	82,000.00
370th District Court	82,019.00
389th District Court	82,067.00
398th District Court	91,644.
430th District Court	81,000 ~~82,500.00~~
449th District Court	82,400.00
County Court at Law No. 1	91,644.00
County Court at Law No. 2	77,446.00
Probate Court of Hidalgo County	83,114.00
County Court at Law No. 4	77,137.00
County Court at Law No. 5	76,708.00
County Court at Law No. 6	77,000.00
County Court at Law No. 7	78,280.
County Court at Law No. 8	77,446.00
Auxiliary Court "A"	74,717.00
Auxiliary Court "B"	74,717.00

2015 NOV 5 PM 4 27
HIDALGO COUNTY
BUDGET OFFICE

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 27

FILED
AT 11:34 O'CLOCK A M
NOV 05 2015
LAURA HINOJOSA, CLERK
District Courts, Hidalgo County
By _____ Deputy#45

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COUNTY AUDITOR, ASSISTANT AUDITORS AND BUDGET OF THE COUNTY AUDITOR

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 29th day of October 2015 in the 139th District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the County Auditor and Assistant County Auditors.

IT WAS VOTED THAT the salary of the County Auditor and Assistant Auditors be set effective January 01, 2016, as per Exhibit "A".

Also, the Budget of the County Auditor's Office was approved as submitted, as per Exhibit "B". The County Auditor may amend the budget listed in Exhibit "B" to transfer an amount budgeted for one item to another budgeted item.

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries and budget be set, and it is Hereby set as of January 01, 2016.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 29th day of October 2015.

Luis M. Singleterry, Judge
92nd Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

DATE 11/5/15
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy 45

EXHIBIT A

COUNTY AUDITOR AND ASSISTANT AUDITORS
2016 SALARY AND SUPPLEMENTS

POSITION	SALARY	LONGEVITY	SUPPLEMENT	AUTO ALLOWANCE	TOTAL COMPENSATION
County Auditor	$ 121,411.25	$ 600.00	$ 2,500.00	$ 8,000.00	$ 132,511.25
First Assistant Auditor	98,219.77	960.00	1,500.00	-	100,679.77
Director of Audit Division	80,521.28	1,200.00	2,500.00	-	84,221.28
Director of Accounting Division	80,521.28	960.00	-	-	81,481.28
Financial Accounting Supervisor	57,846.86	-	-	-	57,846.86
Compliance Audit Supervisor	63,919.74	660.00	-	-	64,579.74
Revenue Audit Supervisor	63,919.74	780.00	-	-	64,699.74
Accounts Payable Supervisor	63,919.74	1,560.00	-	-	65,479.74
Grants Accounting Supervisor	63,919.74	-	2,500.00	-	66,419.74
Accountant II	45,920.49	480.00	-	-	46,400.49
Internal Auditor I	40,746.80	-	-	-	40,746.80
System Support Specialist I	51,449.53	540.00	-	-	51,989.53
Internal Auditor I	40,746.80	-	-	-	40,746.80
Accountant II	52,348.72	600.00	-	-	52,948.72
Internal Auditor II	45,920.49	300.00	1,500.00	-	47,720.49
Internal Auditor I	42,124.94	360.00	-	-	42,484.94
Accountant I	40,746.80	-	-	-	40,746.80
Accountant I	39,368.66	-	-	-	39,368.66
Internal Auditor I	39,368.66	-	-	-	39,368.66
Internal Auditor I	39,368.66	-	-	-	39,368.66
Accountant II	45,920.49	-	1,500.00	-	47,420.49
Accountant II	45,920.49	480.00	1,500.00	-	47,900.49
Technician IV	42,124.94	-	-	-	42,124.94
Internal Auditor I	40,746.80	-	-	-	40,746.80
Accountant I	40,746.80	-	1,500.00	-	42,246.80
Administrative Assistant II	35,015.88	360.00	-	-	35,375.88
Internal Auditor I	40,746.80	-	1,500.00	-	42,246.80
Accounts Payable Specialist I	28,936.82	-	-	-	28,936.82
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accounts Payable Specialist II	34,934.51	300.00	-	-	35,234.51
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accountant I	40,746.80	-	-	-	40,746.80
Administrative Assistant II	36,029.40	1,740.00	-	-	37,769.40
Accounts Payable Specialist III	42,124.94	660.00	-	-	42,784.94
Accounts Payable Specialist II	32,064.93	300.00	-	-	32,364.93
Accounts Payable Specialist I	30,963.86	-	-	-	30,963.86
Administrative Assistant I	27,412.42	-	-	-	27,412.42
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accounts Payable Specialist I	28,936.82	-	-	-	28,936.82
Accounts Payable Specialist I	27,489.67	-	-	-	27,489.67
Accountant I	42,124.94	-	-	-	42,124.94
Accountant II	45,920.49	-	-	-	45,920.49
Accounts Payable Specialist I	32,989.87	420.00	-	-	33,409.87
Accounts Payable Specialist I	28,936.82	-	-	-	28,936.82
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accounts Payable Specialist I	29,950.34	-	-	-	29,950.34
Accountant I	40,746.80	-	-	-	40,746.80
TOTAL AUDITOR'S OFFICE	$ 2,133,642.94	$ 13,260.00	$ 16,500.00	$ 8,000.00	$ 2,171,402.94

2015 NOV 5 PM 4:27
HIDALGO COUNTY
BUDGET OFFICE

EXHIBIT B

HIDALGO COUNTY AUDITOR'S OFFICE
2016 BUDGET

HIDALGO COUNTY
BUDGET OFFICE
2015 NOV 5 PM 4 27

OBJECT CODE	OBJECT NAME	AMOUNT
111	CO AUDITOR-OFFICIALS	$ 121,411.25
112	CO AUDITOR-DEPT HEADS	-
113	CO AUDITOR-REG F/T EMPLOYEES	2,012,231.69
115	CO AUDITOR-LONGEVITY PAY	13,260.00
117	CO AUDITOR-SUPPLEMENTAL PAY	16,500.00
118	CO AUDITOR-AUTO ALLOWANCE	8,000.00
211	CO AUDITOR-HEALTH INSURANCE	289,896.00
212	CO AUDITOR-LIFE INSURANCE	1,765.32
220	CO AUDITOR-FICA	166,112.32
230	CO AUDITOR-RETIREMENT	229,300.15
250	CO AUDITOR-UNEMPLOYMENT COMP	13,028.42
260	CO AUDITOR-WORKERS COMP	4,559.95
320	CO AUDITOR-PROFESSIONAL SRV	1,400.00
336	CO AUDITOR-COMPUTER SRV	41,500.00
340	CO AUDITOR-TECHNICAL SRV	1,500.00
350	CO AUDITOR-OTHER SRV	1,000.00
430	CO AUDITOR-REPAIR & MAINT SRV	1,500.00
442	CO AUDITOR-EQUIP & VEHICLE RENT	50.00
520	CO AUDITOR-INSURANCE	-
531	CO AUDITOR-TELEPHONE	4,100.00
532	CO AUDITOR-WIRELESS DEVICES	1,000.00
535	CO AUDITOR-POSTAGE	600.00
540	CO AUDITOR-ADVERTISING	2,600.00
550	CO AUDITOR-PRINTING & BINDING	1,500.00
581	CO AUDITOR-TRAVEL IN COUNTY	1,500.00
583	CO AUDITOR-TRAVEL OUT OF COUNTY	12,000.00
584	CO AUDITOR-REGISTRATION FEES	8,000.00
610	CO AUDITOR-GENERAL SUPPLIES	20,000.00
630	CO AUDITOR-FOOD	-
631	CO AUDITOR-BOTTLED WATER	1,100.00
640	CO AUDITOR-REFERENCE MATERIALS	3,400.00
650	CO AUDITOR-SOFTWARE CNTRLD	2,500.00
660	CO AUDITOR-FURN & EQUIP CNTRLD	8,800.00
751	CO AUDITOR-MACHINERY & EQUIPMENT	-
753	CO AUDITOR-FURNITURE & FIXTURES	1,700.00
761	CO AUDITOR-SOFTWARE	-
780	CO AUDITOR-CAPITAL LEASES	7,800.00
810	CO AUDITOR-DUES & MEMBERSHIPS	3,500.00
812	CO AUDITOR-SOFTWARE LICENSE RENEW	11,000.00
890	CO AUDITOR-OTHER	11,950.00
	TOTAL	$ 3,026,065.10
	SALARIES AND FRINGES	$ 2,876,065.10
	OPERATING EXPENSES	$ 150,000.00

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52527

Summary of request/proposal:
206TH DC (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	2016 Budgeted Salary	2016 Proposed Budgeted Salary	Total Requested
1100	Court Reporter	0001	113	86,311.00	83,797.00	(2,514.00)
				86,311.00	83,797.00	(2,514.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-004-001-0-	113	206TH DC-	REG F/T EMPLOYEES	($2,514.00)
6-1100-412-00-004-001-0-	211	206TH DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-004-001-0-	212	206TH DC-	LIFE INSURANCE	$0.00
6-1100-412-00-004-001-0-	220	206TH DC-	FICA	($192.32)
6-1100-412-00-004-001-0-	230	206TH DC-	RETIREMENT	($265.48)
6-1100-412-00-004-001-0-	250	206TH DC-	UNEMPLOYMENT COMP	($15.08)
6-1100-412-00-004-001-0-	260	206TH DC-	WORKER'S COMP	($5.28)
			2016 Budgetary Impact	($2,992.16)

Possible Funding Sources: COST SAVINGS

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52527

Summary of request/proposal:
275TH DC (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	2016 Budgeted Salary	2016 Proposed Budgeted Salary	Total Requested
1100	Court Reporter	0002	113	75,324.00	82,321.00	6,997.00
				75,324.00	82,321.00	6,997.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-005-001-0-	113	275TH DC-	REG F/T EMPLOYEES	$6,997.00
6-1100-412-00-005-001-0-	211	275TH DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-005-001-0-	212	275TH DC-	LIFE INSURANCE	$0.00
6-1100-412-00-005-001-0-	220	275TH DC-	FICA	$535.27
6-1100-412-00-005-001-0-	230	275TH DC-	RETIREMENT	$738.88
6-1100-412-00-005-001-0-	250	275TH DC-	UNEMPLOYMENT COMP	$41.98
6-1100-412-00-005-001-0-	260	275TH DC-	WORKER'S COMP	$14.69
			2016 Budgetary Impact	$8,327.82

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52527

Summary of request/proposal:
332ND DC (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	2016 Budgeted Salary	2016 Proposed Budgeted Salary	Total Requested
1100	Court Reporter	0001	113	79,568.00	82,000.00	2,432.00
				79,568.00	82,000.00	2,432.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-006-001-0-	113	332ND DC-	REG F/T EMPLOYEES	$2,432.00
6-1100-412-00-006-001-0-	211	332ND DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-006-001-0-	212	332ND DC-	LIFE INSURANCE	$0.00
6-1100-412-00-006-001-0-	220	332ND DC-	FICA	$186.05
6-1100-412-00-006-001-0-	230	332ND DC-	RETIREMENT	$256.82
6-1100-412-00-006-001-0-	250	332ND DC-	UNEMPLOYMENT COMP	$14.59
6-1100-412-00-006-001-0-	260	332ND DC-	WORKER'S COMP	$5.11
			2016 Budgetary Impact	$2,894.57

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52527

Summary of request/proposal:
398TH DC (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	2016 Budgeted Salary	2016 Proposed Budgeted Salary	Total Requested
1100	Court Reporter	0001	113	82,400.00	91,644.00	9,244.00
				82,400.00	91,644.00	9,244.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-009-001-0-	113	398TH DC-	REG F/T EMPLOYEES	$9,244.00
6-1100-412-00-009-001-0-	211	398TH DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-009-001-0-	212	398TH DC-	LIFE INSURANCE	$0.00
6-1100-412-00-009-001-0-	220	398TH DC-	FICA	$707.17
6-1100-412-00-009-001-0-	230	398TH DC-	RETIREMENT	$976.17
6-1100-412-00-009-001-0-	250	398TH DC-	UNEMPLOYMENT COMP	$55.46
6-1100-412-00-009-001-0-	260	398TH DC-	WORKER'S COMP	$19.41
			2016 Budgetary Impact	$11,002.21

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52527

Summary of request/proposal:
430TH (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	2016 Budgeted Salary	2016 Proposed Budgeted Salary	Total Requested
1100	Court Reporter	0004	113	77,250.00	81,000.00	3,750.00
				77,250.00	81,000.00	3,750.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-010-001-0-	113	430TH DC-	REG F/T EMPLOYEES	$3,750.00
6-1100-412-00-010-001-0-	211	430TH DC-	HEALTH INSURANCE	$0.00
6-1100-412-00-010-001-0-	212	430TH DC-	LIFE INSURANCE	$0.00
6-1100-412-00-010-001-0-	220	430TH DC-	FICA	$286.88
6-1100-412-00-010-001-0-	230	430TH DC-	RETIREMENT	$396.00
6-1100-412-00-010-001-0-	250	430TH DC-	UNEMPLOYMENT COMP	$22.50
6-1100-412-00-010-001-0-	260	430TH DC-	WORKER'S COMP	$7.88
			2016 Budgetary Impact	$4,463.26

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52527

Summary of request/proposal:
CCL #6 (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	2016 Budgeted Salary	2016 Proposed Budgeted Salary	Total Requested
1100	Court Reporter	0002	113	75,732.00	77,000.00	1,268.00
				75,732.00	77,000.00	1,268.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-026-001-0-	113	CCL #6-	REG F/T EMPLOYEES	$1,268.00
6-1100-412-00-026-001-0-	211	CCL #6-	HEALTH INSURANCE	$0.00
6-1100-412-00-026-001-0-	212	CCL #6-	LIFE INSURANCE	$0.00
6-1100-412-00-026-001-0-	220	CCL #6-	FICA	$97.00
6-1100-412-00-026-001-0-	230	CCL #6-	RETIREMENT	$133.90
6-1100-412-00-026-001-0-	250	CCL #6-	UNEMPLOYMENT COMP	$7.61
6-1100-412-00-026-001-0-	260	CCL #6-	WORKER'S COMP	$2.66
			2016 Budgetary Impact	$1,509.17

Possible Funding Sources: Intradepartmental Transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 206th DC

ACCOUNT NUMBER: 6-1100-412-00-004-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	Reg F/T Employees	890	Other	2,514.00
220	FICA	890	Other	192.32
230	Retirement	890	Other	265.48
250	Unemployment Comp	890	Other	15.08
260	Workers Comp	890	Other	5.28
			TOTAL	$ 2,992.16

REASON:
Transfer excess funds out of salary and fringes.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 275th DC

ACCOUNT NUMBER: 6-1100-412-00-005-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	6,997.00
890	Other	220	FICA	535.27
890	Other	230	Retirement	738.88
890	Other	250	Unemployment Comp	41.98
890	Other	260	Workers Comp	14.69
			TOTAL	$ 8,327.82

REASON:
Transfer needed to fund salary and fringes for the court reporter position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 332nd DC

ACCOUNT NUMBER: 6-1100-412-00-006-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	2,432.00
890	Other	220	FICA	186.05
890	Other	230	Retirement	256.82
890	Other	250	Unemployment Comp	14.59
890	Other	260	Workers Comp	5.11
			TOTAL	$ 2,894.57

REASON:
Transfer needed to fund salary and fringes for the court reporter position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 398th DC

ACCOUNT NUMBER: 6-1100-412-00-009-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	9,244.00
890	Other	220	FICA	707.17
890	Other	230	Retirement	976.17
890	Other	250	Unemployment Comp	55.46
890	Other	260	Workers Comp	19.41
			TOTAL	$ 11,002.21

REASON:
Transfer needed to fund salary and fringes for the court reporter position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 430th DC

ACCOUNT NUMBER: 6-1100-412-00-010-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	3,750.00
890	Other	220	FICA	286.88
890	Other	230	Retirement	396.00
890	Other	250	Unemployment Comp	22.50
890	Other	260	Workers Comp	7.88
			TOTAL	$ 4,463.26

REASON:
Transfer needed to fund salary and fringes for the court reporter position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CCL #6

ACCOUNT NUMBER: 6-1100-412-00-026-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	1,268.00
890	Other	220	FICA	97.00
890	Other	230	Retirement	133.90
890	Other	250	Unemployment Comp	7.61
890	Other	260	Workers Comp	2.66
			TOTAL	$ 1,509.17

REASON:
Transfer needed to fund salary and fringes for the court reporter position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 15, 2015

2016
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CO AUDITOR

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: DEBBIE TAMEZ
Ph#: (956) 292-7025 EXT. 5427

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
6-1100-415-00-115-002-0-	899	CO WIDE ADM-	CONTINGENCY	(33,153.00)
TO:				
6-1100-415-21-170-001-0-	890	CO AUDITOR-	OTHER	11,950.00
6-1100-415-21-170-001-0-	812	CO AUDITOR-	SOFTWARE LICENSE RENEW	9,750.00
6-1100-415-21-170-001-0-	810	CO AUDITOR-	DUES & MEMBERSHIPS	180.00
6-1100-415-21-170-001-0-	780	CO AUDITOR-	CAPITAL LEASES	720.00
6-1100-415-21-170-001-0-	753	CO AUDITOR-	FURNITURE & FIXTURES	1,700.00
6-1100-415-21-170-001-0-	660	CO AUDITOR-	FURN & EQUIP CNTRLD	8,800.00
6-1100-415-21-170-001-0-	650	CO AUDITOR-	SOFTWARE CNTRLD	53.00
			TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO COMPLY WITH THE 2016 BOARD OF JUDGES APPROVED COUNTY AUDITOR BUDGET.(COURT ORDER APPROVAL DATE 10-29-15).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52527

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Auditor

ACCOUNT NUMBER: 6-1100-415-21-170-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Computer Srv	320	Professional Srv	1,400.00
336	Computer Srv	340	Technical Srv	194.00
336	Computer Srv	350	Other Srv	275.00
336	Computer Srv	430	Repair & Maint Srv	168.00
336	Computer Srv	442	Equip & Vehicle Rent	10.00
336	Computer Srv	531	Telephone	605.00
336	Computer Srv	532	Wireless Devices	120.00
336	Computer Srv	535	Postage	186.00
336	Computer Srv	550	Printing & Binding	122.00
336	Computer Srv	581	Travel In County	825.00
336	Computer Srv	583	Travel Out of County	3,281.00
520	Insurance	583	Travel Out of County	164.00
540	Advertising	583	Travel Out of County	249.00
540	Advertising	584	Registration Fees	2,267.00
540	Advertising	631	Bottled Water	291.00
540	Advertising	640	Reference Materials	462.00
540	Advertising	650	Software Cntrld	1,500.00
610	General Supplies	650	Software Cntrld	939.00
630	Food	650	Software Cntrld	8.00
			TOTAL	$ 13,066.00

REASON:
Transfer needed to comply with the 2016 Board of Judges approved County Auditor Budget (Court Order Approval Date 10-29-15).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52534 **Budget and Management** **21. B.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of the Hidalgo County Sheriff's Office Step and Grade Pay Plan.
2. Approval of the Hidalgo County Constable Precincts Step and Grade Pay Plan.

BACKGROUND

Fiscal Impact

Attachments

2016 BP - HCSO PAY PLAN 01.01.16 LAW ENFORCEMENT

2016 BP - HCSO PAY PLAN 01.01.16 JAIL

2016 BP - CONSTABLES PAY PLAN - REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:48 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Debbie Tamez		Started On: 12/04/2015 11:37 AM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY SHERIFF'S OFFICE: [Effective January 1, 2016]

LAW ENFORCEMENT

POSITION	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years of Service		1	2	3	4	5	6	8	12	16	20
Deputy	$38,701	$40,314	$41,725								
Senior Deputy		$44,345	$45,897	$47,503	$49,166	$50,887	$52,668	$55,301	$60,831	$66,914	$73,605
Sergeant		$48,780	$50,487	$52,254	$54,083	$55,976	$57,935	$60,832	$66,915	$73,607	$80,968
Lieutenant		$53,658	$55,536	$57,480	$59,492	$61,574	$63,729	$66,915	$73,607	$80,968	$89,065

Supplemental Pay Program:

Education Program:	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23
PHD	$ 2,100.00	$ 175.00	$ 80.77

Certification Program:		
Intermediate		
	Annual	$600.00
	Monthly	$50.00
	Bi-Weekly	$23.07
Advance		
	Annual	$1,200.00
	Monthly	$100.00
	Bi-Weekly	$46.15
Masters		
	Annual	$1,800.00
	Monthly	$150.00
	Bi-Weekly	$69.23

Assignment Pay Program **		
Level 1		$1,800.00
	Annual	$1,800.00
	Monthly	$150.00
	Bi-Weekly	$69.23
Level 2		
	Annual	$2,100.00
	Monthly	$175.00
	Bi-Weekly	$80.76

COMMAND STAFF

Chief Deputy	$92,700
Division Chief	$79,568
Captain	$68,959

** Available only to Senior Deputies

HIDALGO COUNTY SHERIFF'S OFFICE: [Effective January 1, 2016]

JAIL

POSITION	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years of Service		1	2	3	4	5	6	8	12	16	20
Detention Officer	$31,013	$32,305	$33,436								
Senior Detention Officer		$35,536	$36,780	$38,067	$39,399	$40,778	$42,205	$44,315	$48,747	$53,622	$58,984
D O Sergeant		$39,090	$40,458	$41,874	$43,340	$44,857	$46,427	$48,748	$53,623	$58,985	$64,884
D O Lieutenant		$42,999	$44,504	$46,062	$47,674	$49,343	$51,070	$53,624	$58,986	$64,885	$71,374

Supplemental Pay Program:

Education Program:	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23
PHD	$ 2,100.00	$ 175.00	$ 80.77

Certification Program:		
Intermediate		
	Annual	$ 600.00
	Monthly	$ 50.00
	Bi-Weekly	$ 23.07
Advance		$ 1,200.00
	Annual	$ 1,200.00
	Monthly	$ 100.00
	Bi-Weekly	$ 46.15
Masters		
	Annual	$ 1,800.00
	Monthly	$ 150.00
	Bi-Weekly	$ 69.23

Assignment Pay Program **		
Level 1		$ 1,800.00
	Annual	$ 1,800.00
	Monthly	$ 150.00
	Bi-Weekly	$ 69.23
Level 2		
	Annual	$ 2,100.00
	Monthly	$ 175.00
	Bi-Weekly	$ 80.76

COMMAND STAFF

D O Captain	$58,350

** Available only to Senior Detention Officers

HIDALGO COUNTY CONSTABLE PRECINCTS: [Effective January 1, 2016]

CONSTABLES

POSITION	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years of Service		1	2	3	4	5	6	8	12	16	20
Deputy Constable	$37,574	$39,140	$40,510								
Senior Deputy Constable		$43,054	$44,561	$46,120	$47,734	$49,405	$51,134	$53,692	$59,060	$64,966	$71,463
***Sergeant**		$47,359	$49,017	$50,733	$52,508	$54,346	$56,248	$59,060	$64,966	$71,463	$78,610
Chief Deputy Constable I		$49,727	$51,468	$53,270	$55,134	$57,063	$59,060	$62,013	$68,215	$75,037	$82,540
****Chief Deputy Constable II**		$52,095	$53,918	$55,805	$57,759	$59,780	$61,873	$64,966	$71,463	$78,610	$86,471

SUPPLEMENTAL PAY PROGRAM:

Education Program:

	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23

TCLEOSE Certification:

	Annual	Monthly	Bi-Weekly
Intermediate	$ 600.00	$50.00	$23.08
Advance	$1,200.00	$100.00	$46.15
Masters	$1,800.00	$150.00	$69.23

CIVIL PROCESS Certification:

Annual	1200	$100.00	$46.15

*Constable Precincts with 8 - 12 Deputies are authorized one (1) Sergeant Position.
Constable Precincts with more than 12 Deputies are authorized two (2) Sergeant Positions. Maximum 2 Sergeant Positions per precinct.

** Only Constable Precincts with more than 12 Deputies.

AI-52493 **Budget and Management** **21. C.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for Regional Hike & Bike Trail - CSJ: 0921-02-346 with authority for the County Judge to sign all required documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - EDC Application Only.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/02/2015 05:00 PM
Budget & Management	Veronica Ortiz	12/03/2015 08:57 AM
Ivan Cantu	Ivan Cantu	12/03/2015 10:16 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Merlen P. Munoz		Started On: 12/02/2015 04:50 PM
Final Approval Date: 12/11/2015		

AI-52458 **Budget and Management** **21. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of all personnel actions approved after September 29, 2015 (2016 Budget Adoption date) as listed below, to be effective 01/01/2016:

1. Urban County Program - CDBG (1288): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51419; includes 3% COLA):

Action	Dept/Program	Slot No	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	250-001	0016	Accountant II	$44,881.00	$0.00	($44,881.00)
Delete	250-001	0018	Administrative Assistant III	$36,116.00	$0.00	($36,116.00)
Delete	250-001	0020	Clerk III	$27,732.00	$0.00	($27,732.00)

Action	Dept/Program	Slot No	Position Title	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
Redistribution	250-001	0004	Deputy Director	76.39%	100%
Redistribution	250-002	0008	Deputy Director	23.61%	0%

2. Public Defender (1100)/Public Defender - Juvenile Section (1282): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51490; includes 3% COLA), effective 01/01/16 - 06/30/16:

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	085-004	G001	Public Defender III	$62,475.00	$0.00
Delete	085-004	G002	Public Defender II	$53,562.00	$0.00
Delete	085-004	G003	Social Worker	$42,518.00	$0.00
Delete	085-004	G004	Administrative Assistant I	$24,810.00	$0.00
Create	085-003	0019	Public Defender III	$0.00	$62,475.00

Create	085-003	0020	Public Defender II	$0.00	$53,562.00
Create	085-003	0021	Social Worker	$0.00	$42,518.00
Create	085-003	0022	Administrative Assistant I	$0.00	$24,810.00

3. DWI Court Grant (1289)/ReEntry Court Grant (1289)/Misd DWI Court Grant (1289)/Crim DA (1100)/Public Defender (1100): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51268):

Action	**Dept/Program**	**Slot No.**	**Employee No.**	**Position Title**	**Current Allowance Amount**	**Proposed Allowance Amount**
Decrease Supplemental Pay	Crim DA (080-002)	0026	127531	Asst District Atty IV	$9,814.00	$9,730.00
Decrease Supplemental Pay	Public Defender (085-003)	0003	120227	Chief Public Defender	$9,844.00	$9,820.00
Authorize Supplemental Pay	Crim DA (080-002)	0013	077917	Asst District Atty IV	$0.00	$9,800.00
Authorize Supplemental Pay	Public Defender (085-003)	0004	155179	1st Asst Public Defender	$0.00	$9,850.00
Authorize Supplemental Pay	Crim DA (080-002)	0098	208043	Asst District Atty III	$0.00	$9,750.00

4. WIC Grants (1292): Approval of the following personnel action(s) as previously approved by CC on 9/29/2015 (refer to agenda item no. 51355; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Position Title**	**Current Budgeted Salary**	**Proposed Budgeted Salary**	**Total Adjustment**
Delete	350-001	0005	Executive Assistant II	$49,593.00	$0.00	($49,593.00)
Delete	350-001	0086	Maintenance III	$29,705.00	$0.00	(29,705.00)
Delete	350-001	0221	Nutritionist I	$42,518.00	$0.00	(42,518.00)
Create	350-002	0034	Peer Counselor I	$0.00	$21,638.00	$21,638.00
Create	350-013	0001	International Board Certified Lactation Consultant (IBCLC)	$0.00	$47,380.00	$47,380.00

Action	**Dept/Program**	**Slot No.**	**Position Title**	**Proposed Hourly Rate**	**Proposed # of Working Hours**	**Proposed Budgeted Salary**
Create	350-019	0001	Peer Dad	$19.09	1,040	$19,854.00

5. RLSS/LPHS (1293)/Health Clinics (1100)/CPS/HAZARDS (1293)/DA Investigation HB65 (1223)/Crim DA (1100): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 (refer to agenda item no. 51690):

Action	Dept/Program	Slot No.	Position Title	Current Longevity Pay	Proposed Longevity Pay
Redistribution of Longevity Pay	340-006 340-003	G006 A142	System Support Specialist I	$420.00 $0.00	$0.00 $420.00
Redistribution of Longevity Pay	340-013 340-003	0016 A143	Strategic National Stockpile Coordinator	$960.00 $0.00	$0.00 $960.00
Redistribution of Longevity Pay	080-007 080-002	0135 A120	Assistant District Attorney II	$4,320.00 $0.00	$0.00 $4,320.00

6. Crim DA (1100)/DA Investigation (1223): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 & 10/27/15 (refer to agenda item no. 51607 & no. 51822; includes 3% COLA):

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Title Change	080-002	0111	Victim Assistance Coodinator	$51,500.00	Victims Unit Program Director	$51,500.00	-
Reclassification	080-002 080-007	0068 0041	Administrative Asst III	$33,076.00 $6,433.00	Administrative Asst I	$32,960.00 $0.00	($116.00) ($6,433.00)
Delete	080-002 080-007	0082 0086	Administrative Asst I	$22,972.00 $1,748.00	-	$0.00 $0.00	($22,972.00) ($1,748.00)
Create	080-002 080-007	0121 0139	-	$0.00 $0.00	Administrative Asst I	$23,088.00 $7,812.00	$23,088.00 $7,812.00

7. Sheriff's Office (1100)/Jail (1100)/(Jail Commissary (2102): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 & 12/01/15 (refer to agenda item no. 51542 & no. 52234; includes 3% COLA):

Action	Dept/ Program	Slot No.	Current Position Title	Current Salary/ Allowance	Proposed Position Title	Proposed Salary/ Allowance	Total Adjustment
Add Clothing Allowance	280-001	0028	Sergeant Step II	$0.00	Sergeant Step II	$500.00	$500.00
Add Clothing Allowance	280-001	0121	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0122	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0132	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00

Add Clothing Allowance	280-001	0133	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0153	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0165	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0192	Deputy Sheriff Step II	$0.00	Deputy Sheriff Step II	$500.00	$500.00
Add Clothing Allowance	280-001	0333	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0344	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0345	Deputy Sheriff Step I	$0.00	Deputy Sheriff Step I	$500.00	$500.00
Add Clothing Allowance	280-001	0396	Sergeant Step I	$0.00	Sergeant Step I	$500.00	$500.00
Delete Clothing Allowance	280-001	0040	Sergeant Step III	$500.00	Sergeant Step III	$0.00	($500.00)
Reclassification	280-002	0002	RN IV	$62,475.00	RN V	$75,329.00	$12,854.00
Salary Adjustment (Decrease)	280-002	0177	Detention Officer	$39,399.00	Detention Officer	$32,305.00	($7,094.00)
Salary Adjustment (Decrease)	280-002	0281	Sr. Detention Officer Step III	$38,066.00	Detention Officer Step I	$32,305.00	($5,761.00)
Regrade	280-015	0011	Commissary Supervisor	$31,252.00	Commissary Supervisory	$36,453.00	$5,201.00

8. Pct 4 Road Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 (refer to agenda item no. 51717; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Current Position Title**	**Budgeted Salary**	**Proposed Position Title**
Title Change	124-007 124-001	0006 0004	Chief Administrator	$39,784.00	General Operations Manager
Title Change	124-007	0059	General Operations Manager	$89,495.00	Chief Administrator

9. Sheriff's Office (1100): Approval of the following personnel action(s) as previously approved by CC on 10/13/2015 & 11/10/15 (refer to agenda item no. 51741 & no. 52007; includes 3% COLA):

Action	**Dept/Program**	**Slot No.**	**Current Position Title**	**Current Budgeted**	**Proposed Position Title**	**Proposed Budgeted**

				Salary		Salary
Salary Schedule Change	280-001	0106	Sr. Deputy Sheriff Step IV	$49,166.00	Deputy Sheriff Step I	$40,314.00
Salary Schedule Change	280-001	0031	Sergeant Step I	$48,965.00	Sergeant Step III	$52,254.00
Salary Schedule Change	280-001	0053	Sr. Deputy Sheriff Step IV	$49,166.00	Deputy Sheriff Step I	$40,314.00
Salary Schedule Change	280-001	0040	Sergeant Step II	$50,488.00	Sergeant Step III	$52,254.00

10. Tax Office (1100): Approval of the following personnel action(s) as previously approved by CC on 10/27/2015 &
12/01/15(refer to agenda item no. 51821 & no. 52237; includes 3% COLA):

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Title Change	140-001	0019	Deputy Clerk III	$41,557.00	Executive Assistant II	$41,557.00
Delete	140-001	0074	Deputy Clerk I	$28,670.00	-	-
Create	140-001	0184	-	-	Accounting Clerk I	$28,670.00

11. DA - Border Prosecution Unit Grant (1281)/DA Investigation (1223)/DA - Domestic Violence Specialty Prosecutor Grant (1281)/DA - Victim Assistance Program Grant (1281): Approval of the following personnel action(s) as previously approved by CC on 11/10/2015 & 11/17/15 (refer to agenda item no. 51889, no. 52218 & no. 52115; includes 3% COLA):

Action	Dept/Program	Slot No.	Proposed Position Title	Proposed Salary/Allowance
Create	080-012 080-007	G005 A140	Assistant District Attorney III	$81,854.00 $900.00
Create	080-018	G001	Advocate I	$33,990.00
Create	080-018 080-007	G002 A142	Assistant District Attorney III	$64,993.00 $900.00
Create	080-017	G001	Advocate I	$33,990.00
Create	080-017	G002	Advocate I	$33,990.00
Create	080-017 080-007	G003 A141	Assistant District Attorney II	$59,843.00 $900.00

12. Health ADM (1100)/Health Clinics (1100)/ H.D. ADM (1293): Approval of the following personnel action(s) as previously approved by CC on 11/10/2015 (refer to agenda item no. 52032; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted	Proposed Budgeted	Total Adjustment

				Salary	Salary	
Delete	340-001	0032	Eligibility Specialist I	$25,677.00	$0.00	($25,677.00)
Delete	340-003	0003	Director of Nursing	$84,208.00	$0.00	($84,208.00)
Delete	340-003 340-005	0018 G021	HR Coordinator III	$51,135.00 $10,609.00	$0.00 $0.00	($51,135.00) ($10,609.00)
Delete	340-003	0037	Clerk III	$27,120.00	$0.00	($27,120.00)
Delete	340-003	G076	Billing Supervisor	$42,518.00	$0.00	($42,518.00)
Create	340-003 340-005	0144 0023	EMR/Database System Analyst	$0.00 $0.00	$55,275.00 $3,435.00	$55,275.00 $3,435.00
Create	340-003	0145	Director of Clinical Care Services	$0.00	$92,700.00	$92,700.00
Create	340-003	0146	Administrative Assistant II	$0.00	$30,900.00	$30,900.00
Create	340-003	0147	Health Services Billing Supervisor	$0.00	$51,500.00	$51,500.00

13. County Clerk (1100): Approval of the following personnel action(s) as previously approved by CC on 11/10/2015 (refer to agenda item no. 52042; includes 3% COLA):

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Decrease)	180-001	0005	Internal Auditor III	$53,633.00	Internal Auditor III	$51,500.00	($2,133.00)
Delete	180-001	0027	Deputy County Clerk I	$29,705.00	-	$0.00	($29,705.00)
Create	180-001	0076	-	$0.00	Administrative Assistant II	$31,838.00	$31,838.00

14.Constable Precinct 2 (1100): Approval of the following personnel action(s) as previously approved by CC on 12/01/2015 (refer to agenda item no. 52233; includes 3% COLA):

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Create	292-001	0015	-	-	Sergeant Step I	$48,780.00
Delete	292-001	0005	Deputy Constable Step II	$41,725.00	-	-

15. Precinct 2 Rd Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC on 12/01/2015 (refer to agenda item no. 52394; includes 3% COLA):

Action	Dept/Program	Slot No.	Proposed Position Title	Proposed Budgeted Salary

Create	122-006	0098	Mechanic III	$41,200.00

16. Budget & Management (1100): Approval of the following personnel action(s) as previously approved by CC on (refer to agenda item no. 52459; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	115-001	0015	Budget Clerk I	$32,464.00	$0.00	($32,464.00)
Delete	115-001	0023	Planning Analyst I	$43,503.00	$0.00	($43,503.00)
Delete	115-001	0032	Administrative Assistant I	$25,677.00	$0.00	($25,677.00)
Create	115-001	0034	Budget Analyst III	$0.00	$53,562.00	$53,562.00
Create	115-001	0035	Budget Analyst III	$0.00	$53,562.00	$53,562.00

17. Tax Office (1100)/ Tax Office - Special Vehicle Inventory (1246): Approval of the following personnel action(s) as previously approved by CC (refer to agenda item no. 52483; includes 3% COLA):

Action	Fund	Dept/Program	Slot No.	Position Title	Current Budgeted Salary/ Supplement	Proposed Budgeted Salary/ Supplement	Total Adjustment
Salary Auto Allowance Supplement Pay (Delete)	1100 1100 1246	140-001 140-001 140-003	0003 0003 0002	Property Tax Manager	$67,472.00 $2,800.00 $3,000.00	$67,472.00 $2,800.00 $0.00	$0.00 $0.00 ($3,000.00)
Salary Auto Allowance Supplement Pay (Delete)	 1100 1100 1246	140-001 140-001 140-003	0008 0008 0006	Accountant IV	$53,562.00 $1,500.00 $3,000.00	$53,562.00 $1,500.00 $0.00	$0.00 $0.00 ($3,000.00)
Salary Auto Allowance Supplement Pay (Add)	1100 1100 1246	140-001 140-001 140-003	0018 0018 0010	Deputy Clerk III	$41,557.00 $1,500.00 $0.00	$41,557.00 $1,500.00 $3,000.00	$0.00 $0.00 $3,000.00
Salary Supplement (Add)	1100 1246	140-001 140-003	0025 0011	Bookkeeper II	$34,935.00 $0.00	$34,935.00 $3,000.00	$0.00 $3,000.00

18. Precinct 4 Road Maintenance (1200): Approval of the following personnel action(s) as previously approved by CC (refer to agenda item no. 52532; includes 3% COLA):

Action	Dept/Program	Slot No.	Position Title	Current Budgeted	Proposed Budgeted

				Salary	Salary
Delete	124-007	0010	Heavy Equipment Operator II	$34,837.00	$0.00
Delete	124-007	0016	Truck Driver II	$30,566.00	$0.00
Create	124-007	0079	Accounts Payable Specialist II	$0.00	$34,837.00
Create	124-007	0080	Maintenance III	$0.00	$30,566.00

19. County Judge (1100): Approval of the following personnel action(s) as previously approved by CC (refer to agenda item no. 52524).
Approval to add auto allowance to Slot No. 0003 (110-006), Assistant Chief Administrator, in the amount of $5,000.00.

Action	Slot No.	Current Position Title	Proposed Position Title
Title Change	0032	Economic Development Planner I	Executive Assistant II

20. Approval of transfers.

21. Approval of appropriation(s).

22. Approval to revise the Salary Schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** Various

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

BUDGETARY IMPACT:

Please see attached fiscal notes, transfers, and appropriation(s).

Co Wide Adm- Contingency
Funds available; please refer to 2016 Adopted Budget & AI-52572 (2016 Intradepartmental Transfer - CC Consent 12/15/15).

Attachments

fiscal
transfers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2015 08:25 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Debbie Tamez		Started On: 12/01/2015 10:36 AM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52548

Summary of request/proposal:
URBAN COUNTY PROGRAM - CDBG (1288) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	Deputy Director	0004	113	59,024.00	78,699.00	19,675.00
1288	Accountant II	0016	113	44,881.00	0.00	(44,881.00)
1288	Administrative Assistant III	0018	113	36,116.00	0.00	(36,116.00)
1288	Clerk III	0020	113	27,732.00	0.00	(27,732.00)
				167,753.00	78,699.00	(89,054.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1288-463-00-250-001-6-	113	CDBG FY06-	REG F/T EMPLOYEES	($89,054.00)
6-1288-463-00-250-001-6-	211	CDBG FY06-	HEALTH INSURANCE	($18,504.00)
6-1288-463-00-250-001-6-	212	CDBG FY06-	LIFE INSURANCE	($112.68)
6-1288-463-00-250-001-6-	220	CDBG FY06-	FICA	($6,812.63)
6-1288-463-00-250-001-6-	230	CDBG FY06-	RETIREMENT	($9,404.10)
6-1288-463-00-250-001-6-	250	CDBG FY06-	UNEMPLOYMENT COMP	($534.32)
6-1288-463-00-250-001-6-	260	CDBG FY06-	WORKER'S COMP	($187.01)
			2016 Budgetary Impact	($124,608.74)

Possible Funding Sources: COST SAVINGS

Comments:

Previously approved by CC on 09/29/15 (refer to AI-51419).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
URBAN COUNTY PROGRAM - HOME (1288) -
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	Deputy Director	0008	113	19,675.00	0.00	(19,675.00)
				19,675.00	0.00	(19,675.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1288-463-00-250-002-6-	113	HOME FY06-	REG F/T EMPLOYEES	($19,675.00)
6-1288-463-00-250-002-6-	211	HOME FY06-	HEALTH INSURANCE	$0.00
6-1288-463-00-250-002-6-	212	HOME FY06-	LIFE INSURANCE	$0.00
6-1288-463-00-250-002-6-	220	HOME FY06-	FICA	($1,505.14)
6-1288-463-00-250-002-6-	230	HOME FY06-	RETIREMENT	($2,077.68)
6-1288-463-00-250-002-6-	250	HOME FY06-	UNEMPLOYMENT COMP	($118.05)
6-1288-463-00-250-002-6-	260	HOME FY06-	WORKER'S COMP	($41.32)
			2016 Budgetary Impact	($23,417.19)

Possible Funding Sources: COST SAVINGS

Comments:

Previously approved by CC on 09/29/15 (refer to AI-51419).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
Public Defender (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Public Defender III	0019	113	0.00	62,475.00	62,475.00
1100	Public Defender II	0020	113	0.00	53,562.00	53,562.00
1100	Social Worker	0021	113	0.00	42,518.00	42,518.00
1100	Administrative Assistant I	0022	113	0.00	24,810.00	24,810.00
				0.00	183,365.00	183,365.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-30-085-003-0-	113	PUBLIC DEFENDER-	REG F/T EMPLOYEES	$91,331.23
6-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$12,288.74
6-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$74.83
6-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$6,986.84
6-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$9,644.58
6-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$547.99
6-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$319.66
			2016 Budgetary Impact	$121,193.87

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 09/29/15 (refer to AI-51490).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
Public Defender Juvenile Section (1282) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1282	Public Defender III	G001	113	62,475.00	0.00	(62,475.00)
1282	Public Defender II	G002	113	53,562.00	0.00	(53,562.00)
1282	Social Worker	G003	113	42,518.00	0.00	(42,518.00)
1282	Administrative Assistant I	G004	113	24,810.00	0.00	(24,810.00)
				183,365.00	0.00	(183,365.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1282-412-30-085-004-5-	113	PUBLIC DEFENDER JUV SECT-	REG F/T EMPLOYEES	($183,365.00)
6-1282-412-30-085-004-5-	211	PUBLIC DEFENDER JUV SECT-	HEALTH INSURANCE	($24,672.00)
6-1282-412-30-085-004-5-	212	PUBLIC DEFENDER JUV SECT-	LIFE INSURANCE	($150.24)
6-1282-412-30-085-004-5-	220	PUBLIC DEFENDER JUV SECT-	FICA	($14,027.42)
6-1282-412-30-085-004-5-	230	PUBLIC DEFENDER JUV SECT-	RETIREMENT	($19,363.34)
6-1282-412-30-085-004-5-	250	PUBLIC DEFENDER JUV SECT-	UNEMPLOYMENT COMP	($1,100.19)
6-1282-412-30-085-004-5-	260	PUBLIC DEFENDER JUV SECT-	WORKER'S COMP	($641.78)
			2016 Budgetary Impact	($243,319.97)

Possible Funding Sources: Cost savings; grant has expired.

Comments:

Previously approved by CC on 09/29/15 (refer to AI-51490).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CRIM DA (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Asst District Atty IV	0026	117	9,814.00	9,730.00	(84.00)
1100	Asst District Atty IV	0013	117	0.00	9,800.00	9,800.00
1100	Asst District Atty III	0098	117	0.00	9,750.00	9,750.00
				9,814.00	29,280.00	19,466.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-080-002-0-	117	CRIM DA-	SUPPLEMENTAL PAY	$19,466.00
6-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
6-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
6-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$1,489.15
6-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$2,055.61
6-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$116.80
6-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$21.41
			2016 Budgetary Impact	$23,148.97

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 9/29/15 (refer to AI-51268).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
PUBLIC DEFENDER (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Chief Public Defender	0003	117	9,844.00	9,820.00	(24.00)
1100	1st Asst Public Defender	0004	117	0.00	9,850.00	9,850.00
				9,844.00	19,670.00	9,826.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-30-085-003-0-	117	PUBLIC DEFENDER-	SUPPLEMENTAL PAY	$9,826.00
6-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$0.00
6-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$0.00
6-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$751.69
6-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$1,037.63
6-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$58.96
6-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$10.81
			2016 Budgetary Impact	$11,685.09

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency.

Comments:

Previously approved by CC on 9/29/15 (refer to AI-51268).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
RLSS/LPHS (1293) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	System Support Specialist I	G006	115	420.00	0.00	(420.00)
				420.00	0.00	(420.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1293-441-00-340-006-6-	115	RLSS/LPHS-	LONGEVITY PAY	($420.00)
6-1293-441-00-340-006-6-	211	RLSS/LPHS-	HEALTH INSURANCE	$0.00
6-1293-441-00-340-006-6-	212	RLSS/LPHS-	LIFE INSURANCE	$0.00
6-1293-441-00-340-006-6-	220	RLSS/LPHS-	FICA	($32.13)
6-1293-441-00-340-006-6-	230	RLSS/LPHS-	RETIREMENT	($44.35)
6-1293-441-00-340-006-6-	250	RLSS/LPHS-	UNEMPLOYMENT COMP	($2.52)
6-1293-441-00-340-006-6-	260	RLSS/LPHS-	WORKER'S COMP	($3.70)
			2016 Budgetary Impact	($502.70)

Possible Funding Sources: Cost Savings

Comments:

Previously approved by CC on 10/13/15 (refer to AI-51690).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
Health Clinics (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	System Support Specialist I	A142	115	0.00	420.00	420.00
1100	Strategic National Stockpile Coordinator	A143	115	0.00	960.00	960.00
				0.00	1,380.00	1,380.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-441-00-340-003-0-	115	HEALTH CLINICS-	LONGEVITY PAY	$1,380.00
6-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
6-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
6-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$105.57
6-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$145.73
6-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$8.28
6-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$12.14
			2016 Budgetary Impact	$1,651.72

Possible Funding Sources: Current department budget.

Comments:

Previously approved by CC on 10/13/15 (refer to AI-51690).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CPS/HAZARDS (1293) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Strategic National Stockpile Coordinator	0016	115	960.00	0.00	(960.00)
				960.00	0.00	(960.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1293-441-00-340-013-6-	115	CPS/HAZARDS-	LONGEVITY PAY	($960.00)
6-1293-441-00-340-013-6-	211	CPS/HAZARDS-	HEALTH INSURANCE	$0.00
6-1293-441-00-340-013-6-	212	CPS/HAZARDS-	LIFE INSURANCE	$0.00
6-1293-441-00-340-013-6-	220	CPS/HAZARDS-	FICA	($73.44)
6-1293-441-00-340-013-6-	230	CPS/HAZARDS-	RETIREMENT	($101.38)
6-1293-441-00-340-013-6-	250	CPS/HAZARDS-	UNEMPLOYMENT COMP	($5.76)
6-1293-441-00-340-013-6-	260	CPS/HAZARDS-	WORKER'S COMP	($2.02)
			2016 Budgetary Impact	($1,142.60)

Possible Funding Sources: Cost Savings

Comments:

Previously approved by CC on 10/13/15 (refer to AI-51690).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
DA Investigation HB65 (1223) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Assistant District Attorney II	0135	115	4,320.00	0.00	(4,320.00)
				4,320.00	0.00	(4,320.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1223-412-00-080-007-0-	115	DA INVESTIGATION HB65-	LONGEVITY PAY	($4,320.00)
6-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
6-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
6-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	($330.48)
6-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	($456.19)
6-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	($25.92)
6-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	($4.75)
			2016 Budgetary Impact	($5,137.34)

Possible Funding Sources: Cost Savings

Comments:

Previously approved by CC on 10/13/15 (refer to AI-51690).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
Crim DA (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant District Attorney II	A120	115	0.00	4,320.00	4,320.00
				0.00	4,320.00	4,320.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-080-002-0-	115	CRIM DA-	LONGEVITY PAY	$4,320.00
6-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
6-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
6-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$330.48
6-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$456.19
6-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$25.92
6-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$4.75
			2016 Budgetary Impact	$5,137.34

Possible Funding Sources: Current department budget.

Comments:

Previously approved by CC on 10/13/15 (refer to AI-51690).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CRIM DA (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Administrative Asst. I	0068	113	33,076.00	32,960.00	(116.00)
1100	Administrative Asst. I	0082	113	22,972.00	0.00	(22,972.00)
1100	Administrative Asst. I	0121	113	0.00	23,088.00	23,088.00
				56,048.00	56,048.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-412-00-080-002-0-	113	CRIM DA-	REG F/T EMPLOYEES	$0.00
6-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
6-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
6-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$0.00
6-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$0.00
6-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$0.00
6-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: COST SAVINGS

Comments:

Previously approved by CC on 10/27/15 (refer to AI-51822).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
DA Investigation HB65 (1223) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Administrative Asst. I	0041	113	6,433.00	0.00	(6,433.00)
1223	Administrative Asst. I	0086	113	1,748.00	0.00	(1,748.00)
1223	Administrative Asst. I	0139	113	0.00	7,812.00	7,812.00
				8,181.00	7,812.00	(369.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REG F/T EMPLOYEES	($369.00)
6-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
6-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
6-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	($28.23)
6-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	($38.97)
6-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	($2.21)
6-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	($0.41)
			2016 Budgetary Impact	($438.82)

Possible Funding Sources: Cost Savings

Comments:

Previously approved by CC on 10/27/15 (refer to AI-51822).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
SHERIFF'S OFFICE (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Sergeant Step II	0028	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0121	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0122	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0132	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0133	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0153	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0165	119	0.00	500.00	500.00
1100	Deputy Sheriff Step II	0192	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0333	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0344	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0345	119	0.00	500.00	500.00
1100	Sergeant Step I	0396	119	0.00	500.00	500.00
1100	Sergeant Step III	0040	119	500.00	0.00	(500.00)
1100	Deputy Sheriff Step I	0106	113	49,166.00	40,314.00	(8,852.00)
1100	Sergeant Step III	0031	113	48,965.00	52,254.00	3,289.00
1100	Deputy Sheriff Step I	0053	113	49,166.00	40,314.00	(8,852.00)
1100	Sergeant Step III	0040	113	50,488.00	52,254.00	1,766.00
				198,285.00	191,136.00	(7,149.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	($12,648.00)
6-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$5,500.00
6-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
6-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
6-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($546.90)
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($754.93)
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($42.89)
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($223.05)
			2016 Budgetary Impact	($8,715.77)

Possible Funding Sources: Intradepartmental Transfer (from object code 113 to object code 119), Cost Savings.

Comments:

Previously approved by CC on 10/13/15, 11/10/15, & 12/01/15 (refer to AI-51542, AI-52234, AI-51741 & AI-52007).

Hidalgo Co. Budget Office

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
JAIL (1100) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Registered Nurse V	0002	113	62,475.00	75,329.00	12,854.00
1100	Detention Officer	0177	113	39,399.00	32,305.00	(7,094.00)
1100	Detention Officer Step I	0281	113	38,066.00	32,305.00	(5,761.00)
				139,940.00	139,939.00	(1.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-423-21-280-002-0-	113	JAIL-	REG F/T EMPLOYEES	($1.00)
6-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$0.00
6-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$0.00
6-1100-423-21-280-002-0-	220	JAIL-	FICA	($0.08)
6-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	($0.11)
6-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	($0.01)
6-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	($0.03)
			2016 Budgetary Impact	($1.23)

Possible Funding Sources: Cost Savings

Comments:

Previously approved by CC on 12/01/15 (refer to AI-52234).

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
JAIL COMMISSARY (2102) -
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
2102	Commissary Supervisor	0011	113	31,252.00	36,453.00	5,201.00
				31,252.00	36,453.00	5,201.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	REG F/T EMPLOYEES	$5,201.00
6-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	$0.00
6-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	$0.00
6-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	$397.88
6-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	$549.23
6-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	$31.21
6-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	$162.27
			2016 Budgetary Impact	$6,341.59

Possible Funding Sources: Position has been vacant for 3 months; Sheriff's Office will submit a check from the Commissary Bank Account payable to the County the first quarter of the year.

Comments:

Previously approved by CC on 12/01/15 (refer to AI-52234).

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
TAX OFFICE (1100)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Clerk I	0074	113	28,670.00	0.00	(28,670.00)
1100	Accounting Clerk I	0184	113	0.00	28,670.00	28,670.00
				28,670.00	28,670.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-15-140-001-0-	113	TAX OFF-	REGULAR FULL TIME	$0.00
6-1100-415-15-140-001-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
6-1100-415-15-140-001-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
6-1100-415-15-140-001-0-	220	TAX OFF-	FICA	$0.00
6-1100-415-15-140-001-0-	230	TAX OFF-	RETIREMENT	$0.00
6-1100-415-15-140-001-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
6-1100-415-15-140-001-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: No Budgetary Impact.

Comments:

Previously approved by CC on 12/01/15 (refer to AI-52237).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CJD-BPU (1281)-
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	ASSISTANT DISTRICT ATTORNEY III	G005	113	0.00	81,854.00	81,854.00
				0.00	81,854.00	81,854.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1281-412-00-080-012-6-	113	CJD-BPU	REGULAR FULL TIME	$54,569.33
6-1281-412-00-080-012-6-	211	CJD-BPU	HEALTH INSURANCE	$4,112.00
6-1281-412-00-080-012-6-	212	CJD-BPU	LIFE INSURANCE	$25.04
6-1281-412-00-080-012-6-	220	CJD-BPU	FICA	$4,174.55
6-1281-412-00-080-012-6-	230	CJD-BPU	RETIREMENT	$5,762.52
6-1281-412-00-080-012-6-	250	CJD-BPU	UNEMPLOYMENT COMP	$327.42
6-1281-412-00-080-012-6-	260	CJD-BPU	WORKER'S COMP	$60.03
			2016 Budgetary Impact	$69,030.89

Possible Funding Sources: Funds have been appropriated through end of grant period, 8/31/16.

Comments:

Previously approved by CC on 11/10/15 (refer to AI-51889).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III (auto allowance)	A140	118	0.00	900.00	900.00
1223	ASSISTANT DISTRICT ATTORNEY II (auto allowance)	A141	118	0.00	900.00	900.00
1223	ASSISTANT DISTRICT ATTORNEY III (auto allowance)	A142	118	0.00	900.00	900.00
				0.00	2,700.00	2,700.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$1,800.00
6-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
6-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
6-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$137.70
6-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$190.08
6-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$10.80
6-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$1.98
			2016 Budgetary Impact	$2,140.56

2016 Budgetary Impact: $2,140.56

Possible Funding Sources: APPROPRIATION FROM DA INVESTIGATION HB65 (1223) FUND BALANCE

Comments:

Previously approved by CC on 11/10/15 & 11/17/15 (refer to AI-51889, AI-52218, & AI-52115).

Hidalgo Co. Budget Office

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CJD-DVSP (1281)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Advocate I	G001	113	0.00	33,990.00	33,990.00
1281	Assistant District Attorney III	G002	113	0.00	64,993.00	64,993.00
				0.00	98,983.00	98,983.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1281-412-00-080-018-5-	113	CJD-DVSP-	REGULAR FULL TIME	$65,988.67
6-1281-412-00-080-018-5-	211	CJD-DVSP-	HEALTH INSURANCE	$8,224.00
6-1281-412-00-080-018-5-	212	CJD-DVSP-	LIFE INSURANCE	$50.08
6-1281-412-00-080-018-5-	220	CJD-DVSP-	FICA	$5,048.13
6-1281-412-00-080-018-5-	230	CJD-DVSP-	RETIREMENT	$6,968.40
6-1281-412-00-080-018-5-	250	CJD-DVSP-	UNEMPLOYMENT COMP	$395.93
6-1281-412-00-080-018-5-	260	CJD-DVSP-	WORKER'S COMP	$72.59
			2016 Budgetary Impact	$86,747.80

Possible Funding Sources: Funds have been appropriated through end of grant period, 8/31/16.

Comments:

Previously approved by CC on 11/17/15 (refer to AI-52218).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CJD-VAP (1281)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Advocate I	G001	113	0.00	33,990.00	33,990.00
1281	Advocate I	G002	113	0.00	33,990.00	33,990.00
1281	Assistant District Attorney II	G003	113	0.00	59,843.00	59,843.00
				0.00	127,823.00	127,823.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1281-412-00-080-018-5-	113	CJD-DVSP-	REGULAR FULL TIME	$85,215.33
6-1281-412-00-080-018-5-	211	CJD-DVSP-	HEALTH INSURANCE	$12,336.00
6-1281-412-00-080-018-5-	212	CJD-DVSP-	LIFE INSURANCE	$75.12
6-1281-412-00-080-018-5-	220	CJD-DVSP-	FICA	$6,518.97
6-1281-412-00-080-018-5-	230	CJD-DVSP-	RETIREMENT	$8,998.74
6-1281-412-00-080-018-5-	250	CJD-DVSP-	UNEMPLOYMENT COMP	$511.29
6-1281-412-00-080-018-5-	260	CJD-DVSP-	WORKER'S COMP	$93.74
			2016 Budgetary Impact	$113,749.19

Possible Funding Sources: Funds have been appropriated through end of grant period, 8/31/16.

Comments:

Previously approved by CC on 11/17/15 (refer to AI-52115).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
HEALTH ADM (1100)-
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Eligibility Specialist I	0032	113	25,677.00	0.00	(25,677.00)
				25,677.00	0.00	(25,677.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-441-00-340-001-0-	113	HEALTH ADM-	REGULAR FULL TIME	($25,677.00)
6-1100-441-00-340-001-0-	211	HEALTH ADM-	HEALTH INSURANCE	($6,168.00)
6-1100-441-00-340-001-0-	212	HEALTH ADM-	LIFE INSURANCE	($37.56)
6-1100-441-00-340-001-0-	220	HEALTH ADM-	FICA	($1,964.29)
6-1100-441-00-340-001-0-	230	HEALTH ADM-	RETIREMENT	($2,711.49)
6-1100-441-00-340-001-0-	250	HEALTH ADM-	UNEMPLOYMENT COMP	($154.06)
6-1100-441-00-340-001-0-	260	HEALTH ADM-	WORKER'S COMP	($241.36)
			2016 Budgetary Impact	($36,953.76)

Possible Funding Sources: COST SAVINGS

Comments:

Previously approved by CC on 11/10/15 (refer to AI-52032).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
HEALTH CLINICS (1100)-
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Director of Nursing	0003	113	84,208.00	0.00	(84,208.00)
1100	HR Coordinator III	0018	113	51,135.00	0.00	(51,135.00)
1100	Clerk III	0037	113	27,120.00	0.00	(27,120.00)
1100	Billing Supervisor	G076	113	42,518.00	0.00	(42,518.00)
1100	EMR/Database System Analyst	0144	113	0.00	55,275.00	55,275.00
1100	Director of Clinical Care Services	0145	113	0.00	92,700.00	92,700.00
1100	Administrative Assistant II	0146	113	0.00	30,900.00	30,900.00
1100	Health Services Billing Supervisor	0147	113	0.00	51,500.00	51,500.00
				204,981.00	230,375.00	25,394.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-441-00-340-003-0-	113	HEALTH CLINICS-	REGULAR FULL TIME	$25,394.00
6-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
6-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
6-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$1,942.64
6-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$2,681.61
6-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$152.36
6-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$238.70
			2016 Budgetary Impact	$30,409.31

Possible Funding Sources: Interdepartmental Transfer from cost savings in Health ADM (340-001).

Comments:

Previously approved by CC on 11/10/15 (refer to AI-52032).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
H.D. ADM (1100)-
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	HR Coordinator	G021	113	10,609.00	0.00	(10,609.00)
1293	EMR/Database System Analyst	0023	113	0.00	3,435.00	3,435.00
				10,609.00	3,435.00	(7,174.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1293-441-00-340-005-0-	113	H.D. ADM-	REGULAR FULL TIME	($7,174.00)
6-1293-441-00-340-005-0-	211	H.D. ADM-	HEALTH INSURANCE	$0.00
6-1293-441-00-340-005-0-	212	H.D. ADM-	LIFE INSURANCE	$0.00
6-1293-441-00-340-005-0-	220	H.D. ADM-	FICA	($548.81)
6-1293-441-00-340-005-0-	230	H.D. ADM-	RETIREMENT	($757.57)
6-1293-441-00-340-005-0-	250	H.D. ADM-	UNEMPLOYMENT COMP	($43.04)
6-1293-441-00-340-005-0-	260	H.D. ADM-	WORKER'S COMP	($15.07)
			2016 Budgetary Impact	($8,538.49)

Possible Funding Sources: COST SAVINGS

Comments:

Previously approved by CC on 11/10/15 (refer to AI-52032).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CO CLERK (1100)-
Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Internal Auditor III	0005	113	53,633.00	51,500.00	(2,133.00)
1100	Deputy County Clerk I	0027	113	29,705.00	0.00	(29,705.00)
1100	Administrative Asst II	0076	113	0.00	31,838.00	31,838.00
				83,338.00	83,338.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-40-180-001-0-	113	CO CLERK-	REGULAR FULL TIME	$0.00
6-1100-415-40-180-001-0-	211	CO CLERK-	HEALTH INSURANCE	$0.00
6-1100-415-40-180-001-0-	212	CO CLERK-	LIFE INSURANCE	$0.00
6-1100-415-40-180-001-0-	220	CO CLERK-	FICA	$0.00
6-1100-415-40-180-001-0-	230	CO CLERK-	RETIREMENT	$0.00
6-1100-415-40-180-001-0-	250	CO CLERK-	UNEMPLOYMENT COMP	$0.00
6-1100-415-40-180-001-0-	260	CO CLERK-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Previously approved by CC on 11/10/15 (refer to AI-52042).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
CONSTABLE PCT.2 (1100)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Constable Step II	0005	113	41,725.00	0.00	(41,725.00)
1100	Sergeant Step I	0015	113	0.00	48,780.00	48,780.00
				41,725.00	48,780.00	7,055.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-292-001-0-	113	CONST PCT2-	REGULAR FULL TIME	$7,055.00
6-1100-421-00-292-001-0-	211	CONST PCT2-	HEALTH INSURANCE	$0.00
6-1100-421-00-292-001-0-	212	CONST PCT2-	LIFE INSURANCE	$0.00
6-1100-421-00-292-001-0-	220	CONST PCT2-	FICA	$539.71
6-1100-421-00-292-001-0-	230	CONST PCT2-	RETIREMENT	$745.01
6-1100-421-00-292-001-0-	250	CONST PCT2-	UNEMPLOYMENT COMP	$42.33
6-1100-421-00-292-001-0-	260	CONST PCT2-	WORKER'S COMP	$220.12
			2016 Budgetary Impact	$8,602.17

Possible Funding Sources: Interdepartmental Transfer (Co Wide Adm - Contingency).

Comments:

Previously approved by CC on 12/01/15 (refer to AI-52233).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
PCT2 RD MAINT (1200)-
Approval to create the following full-time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Mechanic III	0098	113	0.00	41,200.00	41,200.00
				0.00	41,200.00	41,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-122-006-0-	113	PCT2 RD MAINT-	REGULAR FULL TIME	$41,200.00
6-1200-431-00-122-006-0-	211	PCT2 RD MAINT-	HEALTH INSURANCE	$6,168.00
6-1200-431-00-122-006-0-	212	PCT2 RD MAINT-	LIFE INSURANCE	$37.56
6-1200-431-00-122-006-0-	220	PCT2 RD MAINT-	FICA	$3,151.80
6-1200-431-00-122-006-0-	230	PCT2 RD MAINT-	RETIREMENT	$4,350.72
6-1200-431-00-122-006-0-	250	PCT2 RD MAINT-	UNEMPLOYMENT COMP	$247.20
6-1200-431-00-122-006-0-	260	PCT2 RD MAINT-	WORKER'S COMP	$997.04
			2016 Budgetary Impact	$56,152.32

Possible Funding Sources: Intradepartmental Transfer

Comments:

Previously approved by CC on 12/01/15 (refer to AI-52394).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
DEPARTMENT OF BUDGET & MANAGEMENT (1100)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Budget Clerk I	0015	113	32,464.00	0.00	(32,464.00)
1100	Planning Analyst I	0023	113	43,503.00	0.00	(43,503.00)
1100	Administrative Asst I	0032	113	25,677.00	0.00	(25,677.00)
1100	Budget Analyst III	0034	113	0.00	53,562.00	53,562.00
1100	Planning Analyst III	0035	113	0.00	53,562.00	53,562.00
				101,644.00	107,124.00	5,480.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-14-115-001-0-	113	DBM-BUDGET DIV-	REGULAR FULL TIME	$5,480.00
6-1100-415-14-115-001-0-	211	DBM-BUDGET DIV-	HEALTH INSURANCE	($6,168.00)
6-1100-415-14-115-001-0-	212	DBM-BUDGET DIV-	LIFE INSURANCE	($37.56)
6-1100-415-14-115-001-0-	220	DBM-BUDGET DIV-	FICA	$419.22
6-1100-415-14-115-001-0-	230	DBM-BUDGET DIV-	RETIREMENT	$578.69
6-1100-415-14-115-001-0-	250	DBM-BUDGET DIV-	UNEMPLOYMENT COMP	$32.88
6-1100-415-14-115-001-0-	260	DBM-BUDGET DIV-	WORKER'S COMP	$11.51
			2016 Budgetary Impact	$316.74

Possible Funding Sources: Intradepartmental (From Obj Code 211 & 212) & Interdepartmental Transfer (Co Wide Adm-Contingency)

Comments:

Previously approved by CC (refer to AI-52459).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
COUNTY JUDGE (1100)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Allowance	Proposed Budgeted Allowance	Total Requested
1100	Assistant Chief Administrator	0003	118	0.00	5,000.00	5,000.00
				0.00	5,000.00	5,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-413-00-110-006-0-	118	CO JUDGE-	AUTO ALLOWANCE	$5,000.00
6-1100-413-00-110-006-0-	211	CO JUDGE-	HEALTH INSURANCE	$0.00
6-1100-413-00-110-006-0-	212	CO JUDGE-	LIFE INSURANCE	$0.00
6-1100-413-00-110-006-0-	220	CO JUDGE-	FICA	$382.50
6-1100-413-00-110-006-0-	230	CO JUDGE-	RETIREMENT	$528.00
6-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT COMP	$30.00
6-1100-413-00-110-006-0-	260	CO JUDGE-	WORKER'S COMP	$10.50
			2016 Budgetary Impact	$5,951.00

Possible Funding Sources: Interdepartmental Transfer; Co Wide Adm-Contingency

Comments:

Previously approved by CC (refer to AI-52524).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
TAX OFFICE (1100)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Properly Tax Manager	0003	113	67,472.00	67,472.00	0.00
			118	2,800.00	2,800.00	0.00
1100	Accountant IV	0008	113	53,562.00	53,562.00	0.00
			118	1,500.00	1,500.00	0.00
1100	Deputy Clerk III	0018	113	41,557.00	41,557.00	0.00
			118	1,500.00	1,500.00	0.00
1100	Bookkeeper II	0025	113	34,935.00	34,935.00	0.00
				203,326.00	203,326.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-15-140-001-0-	113	TAX OFF-	REG F/T EMPLOYEES	$0.00
6-1100-415-15-140-001-0-	118	TAX OFF-	AUTO ALLOWANCE	$0.00
6-1100-415-15-140-001-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
6-1100-415-15-140-001-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
6-1100-415-15-140-001-0-	220	TAX OFF-	FICA	$0.00
6-1100-415-15-140-001-0-	230	TAX OFF-	RETIREMENT	$0.00
6-1100-415-15-140-001-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
6-1100-415-15-140-001-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Previously approved by CC (refer to AI-52483).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
TAX OFFICE - SPECIAL VEHICLE INVENTORY (1246)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1246	Properly Tax Manager	0002	117	3,000.00	0.00	(3,000.00)
1246	Accountant IV	0006	117	3,000.00	0.00	(3,000.00)
1246	Deputy Clerk III	0010	117	0.00	3,000.00	3,000.00
1246	Bookkeeper II	0011	117	0.00	3,000.00	3,000.00
				6,000.00	6,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1246-415-15-140-003-0-	117	TAX OFF-	SUPPLEMENTAL PAY	$0.00
6-1246-415-15-140-003-0-	211	TAX OFF-	HEALTH INSURANCE	$0.00
6-1246-415-15-140-003-0-	212	TAX OFF-	LIFE INSURANCE	$0.00
6-1246-415-15-140-003-0-	220	TAX OFF-	FICA	$0.00
6-1246-415-15-140-003-0-	230	TAX OFF-	RETIREMENT	$0.00
6-1246-415-15-140-003-0-	250	TAX OFF-	UNEMPLOYMENT COMP	$0.00
6-1246-415-15-140-003-0-	260	TAX OFF-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Previously approved by CC (refer to AI-52483).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 15, 2015 Agenda Item: 52458

Summary of request/proposal:
PCT 4 RD MAINTENANCE (1200)-
Approval of the following personnel actions:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Heavy Equipment Operator II	0010	113	34,837.00	0.00	(34,837.00)
1200	Truck Driver II	0016	113	30,566.00	0.00	(30,566.00)
1200	Accounts Payable Specialist II	0079	113	0.00	34,837.00	34,837.00
1200	Maintenance III	0080	113	0.00	30,566.00	30,566.00
						0.00
				65,403.00	65,403.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0-	113	PCT 4 RD MAINT-	REG F/T EMPLOYEES	$0.00
6-1200-431-00-124-007-0-	211	PCT 4 RD MAINT-	HEALTH INSURANCE	$0.00
6-1200-431-00-124-007-0-	212	PCT 4 RD MAINT-	LIFE INSURANCE	$0.00
6-1200-431-00-124-007-0-	220	PCT 4 RD MAINT-	FICA	$0.00
6-1200-431-00-124-007-0-	230	PCT 4 RD MAINT-	RETIREMENT	$0.00
6-1200-431-00-124-007-0-	250	PCT 4 RD MAINT-	UNEMPLOYMENT COMP	$0.00
6-1200-431-00-124-007-0-	260	PCT 4 RD MAINT-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

$0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Previously approved by CC (refer to AI-52532).

Hidalgo Co. Budget Office
2/3/2005

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 6-1100-41X-X0-XX5-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2016
Transfer
AI-52458

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(121,193.87)**
TO			
6-1100-412-30-085-003-0- 113	**Public Defender-**	**Reg F/T Employees**	**91,331.23**
6-1100-412-30-085-003-0- 211	**Public Defender-**	**Health Insurance**	**12,288.74**
6-1100-412-30-085-003-0- 212	**Public Defender-**	**Life Insurance**	**74.83**
6-1100-412-30-085-003-0- 220	**Public Defender-**	**FICA**	**6,986.84**
6-1100-412-30-085-003-0- 230	**Public Defender-**	**Retirement**	**9,644.58**
6-1100-412-30-085-003-0- 250	**Public Defender-**	**Unemployment Comp**	**547.99**
6-1100-412-30-085-003-0- 260	**Public Defender-**	**Workers Comp**	**319.66**
TOTAL BUDGET INCREASE (DECREASE)			**$ -**

REASON: **Transfer needed to fund salaries and fringe benefits for 4 new positions from January - June 2016.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Crim DA

ACCOUNT NUMBER: 6-1100-41X-00-XXX-002-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2016
Transfer
AI-52458

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(23,148.97)**
TO			
6-1100-412-00-080-002-0- 117	**Crim DA-**	**Supplemental Pay**	**19,466.00**
6-1100-412-00-080-002-0- 211	**Crim DA-**	**Health Insurance**	**-**
6-1100-412-00-080-002-0- 212	**Crim DA-**	**Life Insurance**	**-**
6-1100-412-00-080-002-0- 220	**Crim DA-**	**FICA**	**1,489.15**
6-1100-412-00-080-002-0- 230	**Crim DA-**	**Retirement**	**2,055.61**
6-1100-412-00-080-002-0- 250	**Crim DA-**	**Unemployment Comp**	**116.80**
6-1100-412-00-080-002-0- 260	**Crim DA-**	**Workers Comp**	**21.41**
TOTAL BUDGET INCREASE (DECREASE)			**$ (0.00)**

REASON: **Transfer needed to fund supplemental pay and fringe benefits for the employees receving supplement pay under the DWI Court Grant, ReEntry Court Grant, and Misd DWI Court Grant.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 6-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2016
Transfer
AI-52458

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(11,685.09)**
TO			
6-1100-412-30-085-003-0- 117	**Public Defender-**	**Supplemental Pay**	**9,826.00**
6-1100-412-30-085-003-0- 211	**Public Defender-**	**Health Insurance**	**-**
6-1100-412-30-085-003-0- 212	**Public Defender-**	**Life Insurance**	**-**
6-1100-412-30-085-003-0- 220	**Public Defender-**	**FICA**	**751.69**
6-1100-412-30-085-003-0- 230	**Public Defender-**	**Retirement**	**1,037.63**
6-1100-412-30-085-003-0- 250	**Public Defender-**	**Unemployment Comp**	**58.96**
6-1100-412-30-085-003-0- 260	**Public Defender-**	**Workers Comp**	**10.81**
TOTAL BUDGET INCREASE (DECREASE)			**$ 0.00**

REASON: **Transfer needed to fund supplemental pay and fringe benefits for the employees receving supplement pay under the ReEntry Court Grant and Misd DWI Court Grant.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Clinics

ACCOUNT NUMBER: 6-1100-441-00-340-00X-0-XXX

2016
Transfer
AI-52458

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-441-00-340-001-0- 113	Health ADM-	Reg F/T Employees	(25,394.00)
6-1100-441-00-340-001-0- 220	Health ADM-	FICA	(1,942.64)
6-1100-441-00-340-001-0- 230	Health ADM-	Retirement	(2,681.61)
6-1100-441-00-340-001-0- 250	Health ADM-	Unemployment Comp	(152.36)
6-1100-441-00-340-001-0- 260	Health ADM-	Workers Comp	(238.70)
TO			
6-1100-441-00-340-003-0- 113	Health Clinics-	Reg F/T Employees	25,394.00
6-1100-441-00-340-003-0- 220	Health Clinics-	FICA	1,942.64
6-1100-441-00-340-003-0- 230	Health Clinics-	Retirement	2,681.61
6-1100-441-00-340-003-0- 250	Health Clinics-	Unemployment Comp	152.36
6-1100-441-00-340-003-0- 260	Health Clinics-	Workers Comp	238.70
	TOTAL BUDGET INCREASE (DECREASE)		$ (0.00)

REASON: **Transfer funds from one deleted position in Health Adm (340-001, Slot No. 0032) to fund the salaries and fringe benefits of various positions created in Health Clinics (340-003).**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Precinct 2

ACCOUNT NUMBER: 6-1100-4XX-00-XXX-00X-0-XXX

2016
Transfer
AI-52458

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(8,602.17)**
TO			
6-1100-421-00-292-001-0- 113	**Constable Pct 2-**	**Reg F/T Employees**	**7,055.00**
6-1100-421-00-292-001-0- 220	**Constable Pct 2-**	**FICA**	**539.71**
6-1100-421-00-292-001-0- 230	**Constable Pct 2-**	**Retirement**	**745.01**
6-1100-421-00-292-001-0- 250	**Constable Pct 2-**	**Unemployment Comp**	**42.33**
6-1100-421-00-292-001-0- 260	**Constable Pct 2-**	**Workers Comp**	**220.12**
TOTAL BUDGET INCREASE (DECREASE)			**$ -**

REASON: **Transfer needed to fund the salary and fringe benefits for one new position in Constable Precinct 2.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 15, 2015

2016
Transfer

AI-52458

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Sheriff's Office

ACCOUNT NUMBER: 6-1100-421-00-280-001-0-11X

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	Reg F/T Employees	119	Clothing Allowance	5,500.00
			TOTAL	$ 5,500.00

REASON:
Transfer needed to fund clothing allowance for FY 2016.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52458

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 2 Rd Maintenance

ACCOUNT NUMBER: 6-1200-431-00-122-006-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	113	Reg F/T Employees	41,200.00
890	Other	211	Health Insurance	6,168.00
890	Other	212	Life Insurance	37.56
890	Other	220	FICA	3,151.80
890	Other	230	Retirement	4,350.72
890	Other	250	Unemployment Comp	247.20
890	Other	260	Workers Comp	997.04
			TOTAL	$ 56,152.32

REASON:
Transfer needed to fund the salary and fringe benefits of a Mechanic III position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 6-1223-412-00-080-007-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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
6-1223-412-00-080-007-0-118	DA INVESTIGATION HB65 - AUTO ALLOWANCE	1,800.00
6-1223-412-00-080-007-0-220	DA INVESTIGATION HB65 - FICA	137.70
6-1223-412-00-080-007-0-230	DA INVESTIGATION HB65 - RETIREMENT	190.08
6-1223-412-00-080-007-0-250	DA INVESTIGATION HB65 - UNEMPLOYMENT COMP	10.80
6-1223-412-00-080-007-0-260	DA INVESTIGATION HB65 - WORKERS COMP	1.98
TOTAL BUDGET INCREASE (DECREASE)		$ 2,140.56

REASON: To appropriate funds for auto allowance for 3 Assistant District Attorneys through August 31, 2016 (end of grant period) as previously approved by CC on 11/10/15 & 11/17/15 (refer to AI-51889, AI-52218, & AI-52115).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: December 15, 2015

2016
Transfer

AI-52458

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 6-1100-415-14-115-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
211	Health Insurance	113	Regular F/T Employees	5,480.00
211	Health Insurance	220	FICA	419.22
211	Health Insurance	230	Retirement	268.78
212	Life Insurance	230	Retirement	37.56
			TOTAL	$ 6,205.56

REASON:
Transfer needed to partially fund personnel actions as previously approved by CC (refer to Fiscal Note).

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt

ACCOUNT NUMBER: 6-1100-415-XX-115-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2016
Transfer
AI-52458

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(316.74)**
TO			
6-1100-415-14-115-001-0- 230	**DBM-Budget Div-**	**Retirement**	**272.35**
6-1100-415-14-115-001-0- 250	**DBM-Budget Div-**	**Unemployment Comp**	**32.88**
6-1100-415-14-115-001-0- 260	**DBM-Budget Div-**	**Workers Comp**	**11.51**
TOTAL BUDGET INCREASE (DECREASE)			**$ 0.00**

REASON: **Transfer needed to fund personnel actions as previously approved by CC (refer to Fiscal Note).**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: December 15, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for County Judge

ACCOUNT NUMBER: 6-1100-415-XX-115-00X-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2016
Transfer
AI-52458

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(5,951.00)**
TO			
6-1100-413-00-110-006-0- 118	**Co Judge-**	**Auto Allowance**	**5,000.00**
6-1100-413-00-110-006-0- 220	**Co Judge-**	**FICA**	**382.50**
6-1100-413-00-110-006-0- 230	**Co Judge-**	**Retirement**	**528.00**
6-1100-413-00-110-006-0- 250	**Co Judge-**	**Unemployment Comp**	**30.00**
6-1100-413-00-110-006-0- 260	**Co Judge-**	**Wokers Comp**	**10.50**
TOTAL BUDGET INCREASE (DECREASE)			**$ -**

REASON: **Transfer needed to fund auto allowance added to slot no.0003 as previously approved by CC (refer to Fiscal Note).**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-52456 **Budget and Management** **21. E.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2016 Budget Process:
A. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amount from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070(c)(2).
B. Designate the General Fund, Special Revenue Funds, and Enterprise Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 10:45 AM
Manuel Chapa	Manuel Chapa	12/02/2015 02:42 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Merlen P. Munoz Started On: 12/01/2015 09:20 AM

Final Approval Date: 12/11/2015

AI-52577 **Budget and Management** **21. F. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Office (1246):
Approval of 2016 appropriation of funds in the amount of $81,741.47 to fund salaries, fringes, & operating expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Funds available in the Unassigned F/B as of 12-8-15.

Amount for salaries & fringes are based on the 2016 Adopted Salary Schedule.

Attachments

Tax Off. Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/10/2015 04:32 PM
Budget & Management	Veronica Ortiz	12/10/2015 04:35 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Ivan Cantu		Started On: 12/08/2015 10:58 AM
Final Approval Date: 12/11/2015		

DATE: December 15, 2015

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Tax Office Special Vehicle Inventory

ACCOUNT NUMBER: 6-1246-415-15-140-003-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

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
6-1246-415-15-140-003-0- 117	Tax Off.-	Supplemental Pay	23,000.00
6-1246-415-15-140-003-0- 211	Tax Off.-	Health Insurance	2,200.42
6-1246-415-15-140-003-0- 212	Tax Off.-	Life Insurance	13.40
6-1246-415-15-140-003-0- 220	Tax Off.-	FICA	1,759.50
6-1246-415-15-140-003-0- 230	Tax Off.-	Retirement	2,428.80
6-1246-415-15-140-003-0- 250	Tax Off.-	Unemployment Comp	138.00
6-1246-415-15-140-003-0- 260	Tax Off.-	Workers Comp	134.00
6-1246-415-15-140-003-0- 442	Tax Off.-	Equip. & Veh. Rentals.	5,000.00
6-1246-415-15-140-003-0- 550	Tax Off.-	Printing & Binding	17,000.00
6-1246-415-15-140-003-0- 583	Tax Off.-	Travel Out of Co.	5,000.00
6-1246-415-15-140-003-0- 584	Tax Off.-	Registration Fees	5,000.00
6-1246-415-15-140-003-0- 660	Tax Off.-	Furniture & Equip. Cntrld	20,067.35
		TOTAL BUDGET INCREASE (DECREASE)	**81,741.47**

REASON: Appropriation of funds to fund salaries, fringes, & operating expenses for **calendar year 2016.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52543 **Budget and Management** **21. F. 2.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Refunding Bonds, 2015B (1448):
Approval of 2015 appropriation of funds in the amount of $17,311,642.20 in relation to bond proceeds & related costs for the Refunding Bonds, 2015B.
B. Refunding Bonds, 2015C (1449):
Approval of 2015 appropriation of funds in the amount of $24,990,000.00 in relation to bond proceeds & related costs for the Refunding Bonds, 2015C.

BACKGROUND

Appropriation prepared by the Co. Auditor's Office.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-144X-XXX-X0-000-000-0-XXX

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

BUDGETARY IMPACT:

2015 appropriation of funds in relation to the bond proceeds & related costs for Refunding Bonds, 2015B (1448) & 2015C (1449). Funds available as of 12/4/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/04/2015 02:33 PM
Budget & Management	Veronica Ortiz	12/04/2015 02:35 PM
Ivan Cantu	Ivan Cantu	12/04/2015 02:47 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Merlen P. Munoz		Started On: 12/04/2015 02:25 PM
Final Approval Date: 12/11/2015		

DATE: December 4, 2015

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

- Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
5 -1448 -393 -50 -000 -000 -0 -000	REF BONDS 2015B-BOND PROCEEDS	$ 14,760,000.00
5 -1448 -393 -60 -000 -000 -0 -000	REF BONDS 2015B-BOND PREMIUM	2,551,642.20
5 -1448 -476 -00 -000 -000 -0 -866	REF BONDS 2015B-ISSUANCE COSTS	228,268.07
5 -1448 -492 -00 -000 -000 -0 -892	REF BONDS 2015B-PMT TO REF BND ESCROW	17,083,374.13
5 -1449 -393 -50 -000 -000 -0 -000	REF BONDS 2015C-BOND PROCEEDS	24,990,000.00
5 -1449 -476 -00 -000 -000 -0 -866	REF BONDS 2015C-ISSUANCE COSTS	290,651.89
5 -1449 -492 -00 -000 -000 -0 -892	REF BONDS 2015C-PMT TO REF BND ESCROW	24,699,348.11
	Effect to Budgeted Fund Balance Fund 1448	$ -
	Effect to Budgeted Fund Balance Fund 1449	$ -

- REASON: Increase estimated revenues and appropriate proceeds of Refunding Bonds Series 2015B and 2015C.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-52539 **Budget and Management** **21. G. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Refunding Bonds 2014A (1443):
Approval of interfund transfer from CO's 2002 & CO's 2004 (funds 1432 & 1434) to Refunding Bonds 2014A (fund 1443) in the amount of $122.50.

BACKGROUND

Transfers were prepared by the Co. Auditor's Office.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-144X-XXX-0X-000-XXX-0-XXX

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

BUDGETARY IMPACT:

Interfund transfers for fund 1443 Refunding Bonds 2014A. Funds available as of 12/4/15.

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/04/2015 02:25 PM
Budget & Management	Veronica Ortiz	12/04/2015 02:28 PM
Ivan Cantu	Ivan Cantu	12/04/2015 02:45 PM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Merlen P. Munoz		Started On: 12/04/2015 01:33 PM
Final Approval Date: 12/11/2015		

DATE: December 4, 2015

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
5 -1432 362 -10 -000 -000 -0 -000	CO 2002-INTEREST EARNINGS	$ 11.75
5 -1432 -491 -01 -000 -443 -0 -891	TRANSFERS OUT-REF BONDS 2014A	33.49
5 -1434 -362 -10 -000 -000 -0 -000	CO 2004-INTEREST EARNINGS	31.25
5 -1434 -491 -01 -000 -443 -0 -891	TRANSFERS OUT-REF BONDS 2014A	89.01
5 -1443 -391 -01 -000 -432 -0 -000	TRANSFERS IN-CERT OF OBLIG,2002	33.49
5 -1443 -391 -01 -000 -434 -0 -000	TRANSFERS IN-CERT OF OBLIG,2004	89.01
	Net Effect to Budgeted Fund Balance - 1432	$ (21.74)
	Net Effect to Budgeted Fund Balance - 1434	$ (57.76)
	Net Effect to Budgeted Fund Balance - 1443	$ 122.50

REASON: Transfer fund balance of $21.74 from retired Debt Service Fund 1432 (Cert of Oblig, 2002) and $57.76 from retired Debt Service Fund 1434 (Cert of Oblig, 2004) to Debt Service Fund 1443 (Ref Bonds, 2014A).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-52634 **Purchasing Department** **22. A. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for the automatic extension of a successive (1) year as provided in the letter of engagement with The J. Ramirez Law Firm for the continuation of the provision of services as Bond Counsel for Hidalgo County.

BACKGROUND

Agreement shall be automatically extended for successive one year terms however is placed on yearly basis pursuant to yearly fiscal budgetary purposes. New renewal term effective March 16, 2016 ending March 15, 2017.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-415-30-125-006-0-339

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

BUDGETARY IMPACT:

Funds available, refer to 2016 Adopted Budget

Attachments

Engagement Documentation

extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/10/2015 04:53 PM
Budget & Management	Veronica Ortiz	12/11/2015 08:24 AM
Ivan Cantu	Veronica Ortiz	12/11/2015 01:29 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Vangie Garcia		Started On: 12/10/2015 03:12 PM
Final Approval Date: 12/11/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 10, 2015

The J. Ramirez Law Firm
Ebony Park, Suite B,
N. Veterans Blvd.
San Juan, Texas 78589

Email: dcepeda@rg-legal.com

Re: Renewal Of Bond Counsel Agreement-Year 2016

Honorable Jesus Ramirez;

Hidalgo County Purchasing Department will be requesting Commissioners' Court approval of the annual automatic one (1) year renewal term for year 2016 for the County's Letter of Engagement with The J. Ramirez Law Firm for the "Bond Counsel" services.

Please have authorized representative sign this acknowledge receipt of notice in order to proceed with placement on the Commissioners' Court meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department **asap,** via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
700 N. Veterans Blvd., Ste. B
San Juan, Texas 78589
Phone: (956) 502-5424
Fax: (956) 502-5007

February 14, 2012

Hon. Ramon Garcia
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Garcia:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.
BY: _____
Stephen L. Crain

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

Approved by Commissioners' Court
on 2/14/12 RO

APPROVED BY COMMISSIONERS COURT: 02/14/12

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie A. Houck
Daniels Head Insurance Agency, Inc. P.O. Box 160730 Austin, TX 78716-0730	PHONE (A/C, No, Ext): (800) 950-0551 FAX (A/C, No): (877) 839-6107 E-MAIL ADDRESS: jah57@dhiatx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty and Surety Company of Am	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
THE J. RAMIREZ LAW FIRM 700 N. Veterans Blvd. Ebony Park, Suite B San Juan, TX 78589

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability Insurance Policy			105974347	7/28/2015	7/28/2016	Each Claim Aggregate Deductible	$ 1,000,000 $ 2,000,000 $ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

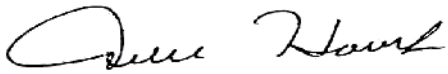
CERTIFICATE HOLDER

Martha L. Salazar, Hidalgo County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 10, 2015

The J. Ramirez Law Firm
Ebony Park, Suite B,
N. Veterans Blvd.
San Juan, Texas 78589

Email: dcepeda@rg-legal.com

Re: Renewal Of Bond Counsel Agreement-Year 2016

Honorable Jesus Ramirez;

Hidalgo County Purchasing Department will be requesting Commissioners' Court approval of the annual automatic one (1) year renewal term for year 2016 for the County's Letter of Engagement with The J. Ramirez Law Firm for the "Bond Counsel" services.

Please have authorized representative sign this acknowledge receipt of notice in order to proceed with placement on the Commissioners' Court meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department **asap,** via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: DEC 1 1 2015

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

AI-52595 **Purchasing Department** **22. A. 2.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Approval to Reject Bids Submitted on RFB No. 2015-313-11-04-HGO - "Janitorial Supplies, Industrial Chemicals & Supplies"; request approval and authority to exercise second of two (2) one (1) year extension for "Janitorial Supplies, Industrial Chemicals & Supplies" as Bids Received Did Not Meet the Requirements.

BACKGROUND

Current contract expires 12-31-15 - Received approval to advertise by Commissioners Court on October 6, 2015. Eleven (11) packets requested and distributed; received two (2) responses to bid; Bids did not meet the requirements by Facilities Management; Department request rejection of bids and exercise the second of two (2) one (1) year extension of current contract.

Fiscal Impact

Attachments

Ext Letter & Current Ins - CC Dist
Ext Letter & Current Ins - Gulf Coast
Ext Letter & Current Ins - PFG
Ext Letter & Current Ins - Staples
Ext Letter & Current Ins - Sysco
backup
backup
backup
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backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/09/2015 10:41 AM
Budget & Management	Veronica Ortiz	12/09/2015 04:15 PM
Glinda Pacheco	Glinda Pacheco	12/10/2015 08:51 AM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Heidi Ortiz Started On: 12/09/2015 09:12 AM

Final Approval Date: 12/11/2015

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 23, 2015

CC Distributors
Attn: John Grey
210 McBride Lane
Corpus Christi, TX. 78408

Via: Email: jgrey@ccdistributors.com

Re: C-13-147-11-19
E-14-406-11-10
Renewal/Extension – "Janitorial Supplies, Industrial Chemicals & Supplies"

Dear Mr. Grey:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second of two (2) one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Tuesday, November 24, 2015,** via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, December 15, 2015** for discussion, consideration and action.

Signature: _____ Date: 1-Dec-2015

Print: John Grey

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar
Hidalgo County Purchasing Department

CCDIS-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/06/15

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 Borden Insurance P. O. Box 1066 Corpus Christi, TX 78403-1066 Allen Borden, CIC, CPCU 361-882-6543 361-654-2008	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CC Distributors, Inc; Fin, Inc 210 Mc Bride Lane Corpus Christi, TX 78408	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Ind Co of Conn INSURER B : Travelers Indemnity Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			660-3F86965A	01/01/15	01/01/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			BA-3F86965A	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-3F86965A	01/01/15	01/01/16	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3F86965A	01/01/15	01/01/16	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER HIDAL-1

Hidalgo County
Facilities Management
100 E. Cano
Hidalgo, 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

Carrie Ann Roach Executive Vice President

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 23, 2015

Gulf Coast Paper Co., Inc.
Attn: Jorge A. Guerra
635 Billy Mitchell Blvd
Brownsville, TX. 78521

Via: Email: gcpc415@aol.com

Re: C-13-147-11-19
E-14-406-11-10
Renewal/Extension – "Janitorial Supplies, Industrial Chemicals & Supplies"

Dear Mr. Guerra:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second of two (2) one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Tuesday, November 24, 2015,** via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, December 15, 2015** for discussion, consideration and action.

Signature: _____ Date: 11-23-2015

Print: Jorge A. Guerra

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar

Martha L. Salazar
Hidalgo County Purchasing Department

GULFC-3 OP ID: KR

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 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 GSM Insurors-Victoria P&C P. O. Box 2447 Victoria, TX 77902	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company	
INSURED Gulf Coast Paper Co., Inc. P O Box 4227 Victoria, TX 77903-4227	INSURER B : Travelers Indemnity Company	25682
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			660-1A576276	06/30/2015	06/30/2016	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 X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-1A635521	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-3A301689	06/30/2015	06/30/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1A61230A	06/30/2015	06/30/2016	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

see notes

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NOTEPAD: HOLDER CODE HIDAEDI GULFC-3 PAGE 2
INSURED'S NAME Gulf Coast Paper Co., Inc. OP ID: KR DATE 11/23/2015

The General Liability, Auto Liability, and Excess Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto Liability, Excess Liability, and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 23, 2015

PFS-Victoria c/o Performance Food Group, Inc. Via: Email: ssalinas@pfgc.com
Attn: Sergio Salinas
204 N. Bronson
Victoria, TX. 77901

Re: C-13-147-11-19
E-14-406-11-10
Renewal/Extension – "Janitorial Supplies, Industrial Chemicals & Supplies"

Dear Mr. Salinas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second of two (2) one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Tuesday, November 24, 2015,** via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, December 15, 2015** for discussion, consideration and action.

Signature: _____ Date: 12/07/15

Print: Sergio Salinas

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar

Martha L. Salazar
Hidalgo County Purchasing Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2015

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
Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036-2774
Attn: NewYork.certs@Marsh.com Fax: 212-948-0500

902594-All-GAU-15-16

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : Great American E&S Insurance Company	37532
INSURER E :	
INSURER F :	

INSURED
Performance Food Group, Inc.
12500 West Creek Parkway
Richmond, VA 23238

COVERAGES **CERTIFICATE NUMBER:** NYC-007084086-07 **REVISION NUMBER:** 31

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			HDOG27397797	08/01/2015	08/01/2016	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MMTH0885922A	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Texas Employers Indemnity			ECA3719699	08/01/2015	08/01/2016	CSL per any one person	$10,000,000
	SIR $500,000						CSL per any one occurrence	$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hidalgo County is included as an Additional Insured on the General Liability & Auto Liability policies as required in a written contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Jan Mulstay

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AGENCY CUSTOMER ID: 902594
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Performance Food Group, Inc. 12500 West Creek Parkway Richmond, VA 23238
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Where required by written contract, after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, Performance Food Group or its designee will send a copy of such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insured.

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 23, 2015

Staples Contract & Commercial, Inc.
Attn: Mark Fortney
500 Staples Drive
Framingham, MA. 01702

Via: Email: Mark.Fortney@Staples.com

Re: C-13-147-11-19
E-14-406-11-10
Renewal/Extension – "Janitorial Supplies, Industrial Chemicals & Supplies"

Dear Mr. Fortney:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second of two (2) one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Tuesday, November 24, 2015,** via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, December 15, 2015** for discussion, consideration and action.

Signature: _____ Date: 11/23/2015

Print: BRUCE TRAHEY

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar

Martha L. Salazar
Hidalgo County Purchasing Department

Scanned by CamScanner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

CONTACT NAME: (ATL) Kathy Black
PHONE (A/C, No, Ext): 678-539-4815 FAX (A/C, No): 770-870-3031
E-MAIL ADDRESS: kblack@beechercarlson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C : Indemnity Insurance Company of North America	43575
INSURER D : ACE Fire Underwriters Insurance Company	20702
INSURER E : Agri General Insurance Company	42757
INSURER F :	

INSURED
Staples, Inc.
and the attached Named Insureds
500 Staples Drive
Framingham MA 01702

COVERAGES **CERTIFICATE NUMBER:** 27418016 **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	✓ COMMERCIAL GENERAL LIABILITY			HDO-G27341342	2/1/2015	2/1/2016	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	✓ Contractual Liability						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	✓ OTHER: Ded. $750,000							$
A	AUTOMOBILE LIABILITY			ISA-H08852339	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	✓ Ded $250,000							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLR-C48142059(AZ,CA,MA)	2/1/2015	2/1/2016	✓ PER STATUTE ☐ OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		SCF-C48142072(WI)	2/1/2015	2/1/2016	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH)			WCU-C48142084(OH)	2/1/2015	2/1/2016	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
C	If yes, describe under			WLR-C48142047(AOS)	2/1/2015	2/1/2016		
E	DESCRIPTION OF OPERATIONS below			WLR-C48142060(TN)	2/1/2015	2/1/2016	E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Martha Salzar
2812 Business Hwy. 281
New Adminnistration Building
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
Sharon D. Brainard

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AGENCY CUSTOMER ID: 39

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Beecher Carlson Insurance Services		Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (01/14)

HOLDER: Hidalgo County Purchasing Department Attn: Martha Salzar

ADDRESS: 2812 Business Hwy. 281 New Adminnistration Building Edinburg TX 78539

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/15 - 2/1/16

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:
- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial
- Staples Print Solution

Quill Corporation
- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

Lonesource

PNI Digital Media, ULC

Sun Office Solution

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ATTACHMENT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 23, 2015

Sysco Central Texas, Inc.
Attn: Rebecca Dresch
1260 Schwab Rd.
New Braunfels, TX. 78132

Via: Email: dresch.rebecca@ctx.sysco.com

Re: C-13-147-11-19
E-14-406-11-10
Renewal/Extension – "Janitorial Supplies, Industrial Chemicals & Supplies"

Dear Ms. Dresch:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second of two (2) one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Tuesday, November 24, 2015**, via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, December 15, 2015** for discussion, consideration and action.

Signature: Rebecca Dresch Date: 12-2-15

Print: Rebecca Dresch

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar

Martha L. Salazar
Hidalgo County Purchasing Department

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com | Fax: 212-948-0770	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Zurich American Insurance Company	16535
INSURER B :	American Zurich Insurance Company	40142
INSURER C :	Steadfast Insurance Company	26387
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Sysco Central Texas, Inc.
1260 Schwab Road
New Braunfels, TX 78132

COVERAGES **CERTIFICATE NUMBER:** CHI-006250440-21 **REVISION NUMBER:** 11

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			GLO 2347203-06	06/30/2015	06/30/2016	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$	5,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$	2,000,000
	OTHER:						GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	AUTOMOBILE LIABILITY			BAP 2347204-06	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 2347199-06 (AOS)	06/30/2015	06/30/2016	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A		WC 2347201-06 (WI)	06/30/2015	06/30/2016	E.L. EACH ACCIDENT	$	1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWS 2347202-06 (OH and WA)	06/30/2015	06/30/2016	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Texas Employers Indemnity			EWT 2347222-05	06/30/2015	06/30/2016	General Aggregate		10,000,000
	SIR $2,000,000						Combined Single Limit Per Occ		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured (except as respects all coverage afforded by the Worker's Compensation policy) where required by written contract, but only for liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER

Hidalgo County
2812 S U.S. Highway 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
March 18, 2014
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

1. **AI-43638** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A. **AI-43434** 2014 - Constable Pct. #1 (1100)

B. **AI-43442** 2014 - Tax Office (1100)

C. **AI-43506** 2014 - Pct. #1 Admin (1200)

D. **AI-43605** 2014 - Pct.#1 R&B (1200)

E. **AI-43493** 2014 - Pct. #3 Sanitation (1100)

F. **AI-43560** 2014 - Pct. #4 Parks (1100)

G. **AI-43597** 2014 - Pct. 4 CO2010A&B- Restitution-1124 M Rd (1342)

H. **AI-43558** 2014 - Pct. #4 Rd. Maint. (1200)

A. **AI-43501** Right of Way:
Raba-Kistner Consultants, Inc.
Vertical borings along various county roads within Pct. 3 and Pct. 4 (Sprague Sewer Economically Distressed Areas Program (EDAP) Project.)

6. **Tax Refunds:**

A. **AI-43429**

Account Number	Payer	Amount
E2300.00.001.0002.02	Jaime A. Gonzalez Jr.	$2,558.43
F4200.00.000.0015.00	Buentello Properties Llc	$3,148.99
F6030.03.000.0003.00	Inter National Bank	$11,421.00
H3400.00.004.0010.00	Sierra Title of Hidalgo County Inc.	$4,584.61
H3500.00.004.0010.00	Sierra Title of Hidalgo County Inc.	$4,304.82
L3100.02.000.0018.00	Wells Fargo	$3,254.30
P8340.00.000.0030.00	Ochoa Vicente & Delia V	$2,648.69
T2500.00.002.0000.00	Wayne W. & Nancy K. Gapsiewicz	$12,229.21
T2500.00.003.0000.00	Wayne W. & Nancy k. Gapsiewicz	$5,778.66
T5443.00.000.0090.00	Corelogic	$3,209.52
T7365.1A.000.165A.00	Wells Fargo	$2,669.81
T7365.1A.000.165A.00	Wells Fargo	$2,673.73

B. **AI-43441**

Account Number	Payer	Amount
D2060.00.000.0024.00	Quantum Servicing Corporation	$4,032.77
M2350.01.000.0012.00	Dur Properties Llc	$2,897.13

7. **Membership Dues:**

A. **AI-43448** Sheriff's Department (1100):
Requesting approval of 2014 membership dues payment to the Texas Criminal Justice Information User's Group for Communications Supervisors Leticia Garcia and Corina Villanueva in the amount of $35.00 each. (req. # 252978)

8. **Urban County:**

A. **AI-43466** Request for approval of two (2) applicants in the Countywide Area and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

9. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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-43624** Approval of Request for Payment-Application No. 4 in the amount of $232,191.40 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

B. **AI-43592** Requesting approval to pay the Pharr Police Department for the following burglary/robbery permit fees for Hidalgo County Precinct 2, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

Invoice No.	Invoice Amount
221659	$30.00
220709	$150.00
223700	$30.00
	Total Amount: $210.00

C. **AI-43614** Acceptance and approval of **Work Authorization No. 4** in the amount of **($ 23,853.69)** submitted by **L&G ENGINEERING LABORATORY** contracted engineering firm for "professional laboratory services" or (On Call) “Geo Technical & Construction Materials Testing Services” for projects located within Hidalgo County Precinct #4, under Contract# C-13-220-08-13 - **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES) FOR THE SUNFLOWER PARK (ONSITE) PROJECT AT PRECINCT 4.**

D. **AI-43370** Requesting approval to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Agustin Gomez for "Waste Water Management System", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

E. **AI-43395** Requesting approval on the following additions and/or deletion for awarded item(s) on project 2013-147- Janitorial Supplies and Industrial Chemicals & Supplies - presented for award on AI #41543 on November 10, 2013.

APPROVED

1. Deletion of Item # 190 and 193 Gloves Latex Large and Medium Disposable from awarded vendor Sysco Central Texas on C-13-147B-11-19 due to wrong item quoted therefore not meeting specifications.

2. Addition of Items #190 and 193 Gloves Latex Large and Medium Disposable to PFS - Victoria c/o Performance Food Group, Inc. on C-13-147D-11-19 the next lowest vendor meeting all specifications.

APPROVED

AI-43395 **Purchasing Department** **9. E.**

CC CONSENT

Meeting Date: 03/18/2014

Submitted For: MARTHA L. SALAZAR Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval on the following additions and/or deletion for awarded item(s) on project 2013-147-Janitorial Supplies and Industrial Chemicals & Supplies - presented for award on AI #41543 on November 10, 2013.

1. Deletion of Item # 190 and 193 Gloves Latex Large and Medium Disposable from awarded vendor Sysco Central Texas on C-13-147B-11-19 due to wrong item quoted therefore not meeting specifications.

2. Addition of Items #190 and 193 Gloves Latex Large and Medium Disposable to PFS - Victoria c/o Performance Food Group, Inc. on C-13-147D-11-19 the next lowest vendor meeting all specifications.

BACKGROUND

This agenda item has no fiscal impact.

Attachments

Minutes-11-19-2013

AGENDA

Sysco-w/Deleted Items

PFG List w/items added

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/12/2014 03:43 PM
Budget & Management	Debbie Tamez	03/13/2014 09:25 AM
Auditor's Office	Monica Badillo	03/14/2014 05:00 PM

Form Started By: Yolanda Velasquez Started On: 02/28/2014 11:49 AM

Final Approval Date: 03/14/2014

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
VISTAR MANAGEMENT – PFG GROUP

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	TOTAL PRICE
2	3M Griddle Screens 10 per pack (200) or equal	First Mark	10/20ct	48588	42.60
18	Cleaner-Diversey General Purpose 4/1 gal or equal	First mark	6/1qt	48516	30.90
21	Continental 18" Rubber floor squeegees *1800) or equal	O'Cedar	1/1ct	48588	10.96
22	Contental 24" rubber floor squeegess (2400) or equal	O'Cedar	1/1ct	48588	10.96
38	Dispenser – Air Freshener Time Mist	Time Mist	1/1ct	48532	18.86
84	Royal griddle bricks for cleaning Grills 12/box (GBRICK) or equal	3M	1/12ct	48588	17.84
101	Trash Can 55 gal – XXLarge 28x58 1.5 mil	First Mark	10/10ct	48594	19.80
113	B aggies Ziploc 16x11 Gallon Size (Hefty) or equal	First Mark	1/250ct	64008	19.78
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	Handgard	1/1000ct	64008	72.30
121	Foil Wrap 18" Heavy Duty 500 ft (Reynolds) or equal	Slv Serv	1/500ft	64080	28.80
124	Menu Tissue 12x12	Packeer	1/1000ct	64050	6.90
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	Tork	12/500ct	64050	38.40
135	Paper Towels Brown Rolls Standard Size (Georgia Pacific) or equal	Univer	12/350ft	64075	16.98
136	Paper Towels Multi Fold	Univer	16/250ft	64075	15.10
137	Paper Towels Multi Folds White Bleached 9.25x9/5	Univer	16/250ft	64075	17.92
149	Toilet Tissue (12/1,000 Jr Jumbo((G Pac) or equal	Univer	12/1000	64075	22.35
152	Utensils Forks-Plastics 2,000 ct (James River WNF2P) or equal	First Mark	1/1000ct	64060	14.02
210	Bleach Pure Bright disinfection 6/cs (6Blch) or equal	First Mark	6/1gal	50525	9.05
190	**Gloves Latex Large Disposable**	**Packer**	**10/100ct**	**20142**	**39.20**
193	**Gloves Latex Medium Disposable**	**Packer**	**10/100ct**	**20142**	**39.20**

REQUIREMENTS AGREEMENT
C-13-147D-11-19

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19th day of November, 2013 by and between PFS-Victoria c/o Performance Food Group, Inc("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Janitorial Supplies, Industrial Chemicals & Supplies" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on January 01, 2014 and expire on December 31, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 302 West University Drive Edinburg, Texas 78539
If to Seller:	PFS–Victoria c/o Performance Food Group, Inc. Attn. Gloria Medina 204 N Bronson Victoria, Texas 77901

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11-19-13 RO

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Printed Name: Gloria Medina

Title: Area Manager

(PFG-Group)

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

PURCHASING DEPARTMENT
County Of Hidalgo

September 23, 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
RFB-2013-147-10-09-YZV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

ALL FUNDING SOURCES, PROGRAMS & ENTITIES)

Bid No: 2013-147-10-09-YZV

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __12__ pages.**
4. **Exhibit "B" Bid Page, consisting of__8__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Requirements Agreement, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 23, 2013
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2013-147-10-09	Buyer: YolandaVelasquez	Tel. No: (956) 318-2626-ext 4881

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities**)**

BID OPENING DATE: October 09, 2013

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (All Funding Sources, Programs and Entities)** 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— 2013-10-09-YZV- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES" (All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, October 09, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-147-10-09-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". (All Funding Sources, Programs & Entities)

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" All Funding Sources, Programs & Entities)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Accounts Payable
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 09, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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 limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

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"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2013-147-10-09-YZV

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, October 09, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY
This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

Janitorial & Industrial Supplies		
CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		**COMMODITY CODE (Internal Use Only)**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	48588
2	3M Griddle Screens 10 per pack (200) or equal	48588
3	Air Freshener – Aerosol Asst Scents	48532
4	Air Freshener – Time Mist Asst Scents 6.6 oz	48532
5	Ant & Roach Spray odorless	48560
6	Ant & Roach Spray odorless to contain deltametrin	48560
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	48526
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	48526
9	Bowl Mops (Rayon) or equal	48509
10	Brooms (Plastic Angle) or equal	48510
11	Brooms – Janitorial Straw	48510
12	Brooms Maids Straw (Waco) or equal	48510
13	Carpet Shampoo – Liquid Ammonia Free	48578
14	Carpet Powder & Deodorizer	48578
15	Carpet Shampoo Liquid	48578
16	Carpet Spot Remover 32 oz	48578
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	48531
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	48516
19	Cleaner Oven 24 oz. Foam Cleaner	48518
20	Cleaner Stainless Steel waterless based	48512
21	Continental 18” rubber floor squeegees (1800) or equal	48588
22	Continental 24: rubber floor squeegee (2400) or equal	48588
23	Degreaser – 55 gallon	48518
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	48538
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	48538
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	48538
27	Dishwashing Liquid 32 oz. (Dawn) or equal	48538
28	Dishwashing Liquid 42 oz. (Dawn) or equal	48538
29	Disinfectant & Deodorizer Cleaner Aerosol	48532
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	48542

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	48537
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	48540
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	48540
34	Disinfectant Deodorant Spray Hospital	48540
35	Disinfectant Foam Cleaner – Hospital	48540
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	48502
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	48540
38	Dispenser - Air Freshener Time Mist	48532
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	48546
40	Dispensers- Liquid Hand Soap (Bulk Soap)	48544
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	48546
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	48546
43	Dust Cloths (Disposable)Yw	48552
44	Dust Cloths – Non Disposable	48552
45	Dust Mop 24”x3 Disposable	48572
46	Dust Mop 24” X 5 Non Disposable	48570
47	Dust Mop 24” x 3 Non Disposable	48570
48	Dust Mop 24” x 5 Disposable	48570
49	Dust Mop Frames 24 x5	48570
50	Dust Mop Handles – Swivel Snap On	48570
51	Dust Mop Treatment (Aerosol)	48554
52	Dust Mop Treatment TRU Equal	48554
53	Dust Pan Metal – Lobby or equal	48594
54	Dust Pan Plastic – Lobby or equal	48594
55	Enzyme Deodorizers – per gallon Liquid	48578
56	Feather Duster Extensions 12 ft	48553
57	Feather Duster Extensions 8ft	48553
58	Feather Dusters 21 inch Ostrich or Equal	48553
59	Feather Dusters 26 inch Ostrich or Equal	48553

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	48555
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	48555
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	48554
63	Furniture Polish Aerosol	48558
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	48528
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	48528
66	Hand Cleaner – Waterless	48513
67	Hanging Toilet Bowl Blocks	48530
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	48537
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	48594
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	48568
71	Mop Handles Fiber Glass 54” Jr. Etc. or equal	48572
72	Mop Handles Wood 54” Junior	48572
73	Mop Head Cotton – Size 16 oz	48572
74	Mop Head Cotton - Size 24 oz	48572
75	Mop Head Cotton – Size 32 oz.	48572
76	Mop Head Rayon – Size 16 oz.	48572
77	Mop Head Rayon – Size 24 oz.	48572
78	Mop Head Rayon – Size 32 oz.	48572
79	Mosquito Repellent Lotion	48560
80	Mosquito Repellent Spray	48560
81	Odor Eliminator – Non Aerosol	48532
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	48514
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	48514
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	48588
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	48588
86	Scouring Sponges Yw/Green Standard Size 3M/equal	48588
87	Scrubbing Cleansers – 21 oz (Comet) or equal	48585
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	48586
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	48586
90	Soap Bar – 75 oz. – (1,000 per case)	48586

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
91	Soap Hand – Liquid – (Bag in Box)	48586
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	48518
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	48586
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	48554
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	48525
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	48532
97	Spray Bottles – 24 oz empty bottles or equal	48508
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	48508
99	Toilet Dispenser Universal (12” Jumbo toilet Tissue)	48546
100	Toilet Seat Covers	48546
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	48594
102	Trash Cans & Lids 16 Gal	48594
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	48594
104	Trash Cans – 10 Gal	48594
105	Urinal Block w/Screens	48530
106	Urinal Blocks (Blocks Only)	48530
107	Urinal Deodorant Screens – Screens Only	48565
108	Wasp/Hornet Spray	48560
109	Wasp/Hornet Spray – 20 Ft Stream	48560
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	48554
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	64008
112	Baggies 4”x4” Enono Zip (Ziploc Regular Sandwich Bags) or equal	64008
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	64008
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	64008
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	64008
116	Butcher Paper 24”	64045
117	Facial Tissue(Georgia Pacific) equal or better	64050
118	Film Wrap 18” Heavy Duty 2,000 ft. (Reynolds) or equal	64060

Janitorial & Industrial Supplies		
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
119	Film Wrap 18”x3000 – Heavy Duty (Reynolds) or equal	64060
120	Foam – Bows 6 oz. w/lids	64060
121	Foil Wrap 18” Heavy Duty 500 ft. (Reynolds) or equal	64080
122	Foil Wrap Potato (Reynolds) or equal	64080
123	Laced Dollies (different sizes and types)	64050
124	Menu Tissue 12 x 12	64050
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	64050
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	64060
127	Pan Liners – (Dispozo) 1,000 cs	64045
128	Paper Bags #10 Brown (Duro) or equal	64015
129	Paper Bags #4 Brown (Duro) or equal	64015
130	Paper Bags #8 Brown (Duro) or equal	64015
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	64015
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	64015
133	Paper Cups Portion 10 oz (Solo) equal or better	64060
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	64075
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	64075
136	Paper Towels Multi Fold	64075
137	Paper Towels Multi Folds White Bleached 9.25X9.5	64050
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	64050
139	Styrofoam Bowl -6 oz 1,00 case	64060
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	64060
141	Styrofoam Cup 8 oz. (8J8) or equal	64060
142	Styrofoam Cups oz. (UJ4) or equal	64060
143	Styrofoam Plates 6” Laminated	64060
144	Styrofoam Plates 6” Un-laminated	64060
145	Styrofoam Plates 9” Divided (Mobil TJ 1-0011) or equal	64060
146	Styrofoam Plates 9” Laminated	64060
147	Styrofoam Plates 9” Un-laminated	64060

Janitorial & Industrial Supplies		
CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE		**Commodity Code (Internal Use Only)**
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	64060
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	64075
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	64075
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	64075
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	64060
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	64060
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	64060
155	Utensils Forks Clear (1,000 ct)	64060
156	Utensils Spoons Plastic (Solo) or equal	64060
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	64060
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	64060
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	64060
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	64060
161	Vented Lid-Dart (12J12) or equal	64060
162	Vented Lid – Dart (8J8) or equal	64060
163	Wipers Workhorse Rags (Kimberly Clark) or equal	64085
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	64085
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
165	Body Shampoo – Per Gallon	65216
166	Deodorant –Hygiene	65237
167	Lice Killer – Aerosol	65242
168	Razors – Double Edged	65265
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
170	Sanitary Napkins Panty Liners	65239
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rockester, etc or equal	65239
173	Shaving Cream	65275
174	Toothbrush Firm – Specify Size	65284

Janitorial & Industrial Supplies		
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
175	Toothbrush Medium Specify Size	65284
176	Toothbrush Soft Specify Size	65284
177	Toothpaste Std Size, Specify Size	65285
178	Toothpaste Travel Size, Specify Size	65285
MISCELLANEOUS CLASSES		
CLASS-365-FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES		**Commodity Code (Internal Use Only)**
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	36510
180	Buffing Pads 17" White	36510
181	Buffing Pads 20" White	36510
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	36580
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	36580
184	Stripping Pads 17" Black	36510
185	Stripping Pads 20" Black	36510
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	36580
CLASS-201-CLOTHING ACCESSORIES		**Commodity Code (Internal Use Only)**
187	Gloves - Food Service Large Clear (Brand Name)	20142
188	Gloves – Food Service – Medium clear (Brand Name)	20142
189	Gloves Latex Small Disposable (Ansell)Yw or equal	20142
190	Gloves Latex Large Disposable	20142
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	20142
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	20142
193	Gloves Latex Medium Disposable (Ansell) or equal	20142
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	20142
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	20141
CLASS 850 – TEXTILES, FIBERS, HOUSEHOLD LINENS & PIECE GOODS		**Commodity Code (Internal Use Only)**
196	Body Towels Standard Size	85088
197	Hand Towels Standard Size	85092

JANITORIAL SUPPLIES & INDUSTRIAL SUPPLIES		
MISCELLANEOUS CLASSES		
CLASS-665-PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MODDLING EQUIPEMTN, ACCESSORIES, AND SUPPLIES		**Commodity Code (Internal Use Only)**
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	66524
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	66524
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	66524
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	66524
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	66524
CLASS-670-PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES		**Commodity Code (Internal Use Only)**
203	Toilet Brushes (Standard Size) Plastic	67002
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	67002
CLASS-675-PESTICIDES & CHEMICALS: AGRICULTURAL & INDUSTRIAL		**Commodity Code (Internal Use Only)**
205	Weed Killer (Round Up) or equal	67590
206	Weed Killer 55 Gallon concentrated – Specify Dilution	67590
CLASS – 393-FOOD STAPLES, GROCERY & GROCERIES MISCELLANEOUS ITEMS		**Commodity Code (Internal Use Only**
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	39393
CLASS-810-SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT, & PAINT)		**Commodity Code (Internal Use Only)**
208	Sprayer (Trigger/Nozzles Only) red & white	81095
CLASS 505-LAUNDRY AND DRY CLEANING COMPOUNDS DETERGENTS, AND SUPPLIES		**Commodity Code (Internal Use Only)**
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	50525
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	50525
CLASS-475 HOSPITAL, SURGICAL, & MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS		**Commodity Code (Internal Use Only)**
211	Bio-Hazard Bag Red 40 X 48 3 mil	47577
212	Disinfectant Wipes (Lysol) or equal	47565

INSURANCE:

Insurance requirements for this project to be maintained throughout the contract term (**refer to EXHIBIT "C" FOR LIMITS**).

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. 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 delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (**C)** terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Due to the nature of the user departments, ***vendor(s)*** shall be located within three-hundred mile radius from COUNTY OF HIDALGO, Texas.

9. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

10. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders 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.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, October 02, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 04, 2013 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	**BRAND**	**QTY**	**UNIT PRICE**	**PRICE PER CASE**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal				
2	3M Griddle Screens 10 per pack (200) or equal				
3	Air Freshener – Aerosol Asst Scents				
4	Air Freshener – Time Mist Asst Scents 6.6 oz				
5	Ant & Roach Spray odorless				
6	Ant & Roach Spray odorless to contain deltametrin				
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered				
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered				
9	Bowl Mops (Rayon) or equal				
10	Brooms (Plastic Angle) or equal				
11	Brooms – Janitorial Straw				
12	Brooms Maids Straw (Waco) or equal				
13	Carpet Shampoo – Liquid Ammonia Free				
14	Carpet Powder & Deodorizer				
15	Carpet Shampoo Liquid				
16	Carpet Spot Remover 32 oz				
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal				
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal				
19	Cleaner Oven 24 oz. Foam Cleaner				
20	Cleaner Stainless Steel waterless based				
21	Continental 18" rubber floor squeegees (1800) or equal				
22	Continental 24: rubber floor squeegee (2400) or equal				
23	Degreaser – 55 gallon				
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
27	Dishwashing Liquid 32 oz. (Dawn) or equal				
28	Dishwashing Liquid 42 oz. (Dawn) or equal				
29	Disinfectant & Deodorizer Cleaner Aerosol				
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)				
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
34	Disinfectant Deodorant Spray Hospital				
35	Disinfectant Foam Cleaner – Hospital				
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
38	Dispenser - Air Freshener Time Mist				
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
40	Dispensers- Liquid Hand Soap (Bulk Soap)				
41	Dispensers- Paper Towels Multi Folds Universal (Metal)				
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)				
43	Dust Cloths (Disposable)Yw				
44	Dust Cloths – Non Disposable				
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)				
52	Dust Mop Treatment TRU Equal				
53	Dust Pan Metal – Lobby or equal				
54	Dust Pan Plastic – Lobby or equal				
55	Enzyme Deodorizers – per gallon Liquid				
56	Feather Duster Extensions 12 ft				
57	Feather Duster Extensions 8ft				
58	Feather Dusters 21 inch Ostrich or Equal				
59	Feather Dusters 26 inch Ostrich or Equal				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal				
63	Furniture Polish Aerosol				
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal				
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
66	Hand Cleaner – Waterless				
67	Hanging Toilet Bowl Blocks				
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
72	Mop Handles Wood 54" Junior				
73	Mop Head Cotton – Size 16 oz				
74	Mop Head Cotton - Size 24 oz				
75	Mop Head Cotton – Size 32 oz.				
76	Mop Head Rayon – Size 16 oz.				
77	Mop Head Rayon – Size 24 oz.				
78	Mop Head Rayon – Size 32 oz.				
79	Mosquito Repellent Lotion				
80	Mosquito Repellent Spray				
81	Odor Eliminator – Non Aerosol				
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
83	Purell Hand Sanitizer Refill-GOJ545604 or equal				
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
86	Scouring Sponges Yw/Green Standard Size 3M/equal				
87	Scrubbing Cleansers – 21 oz (Comet) or equal				
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
90	Soap Bar – 75 oz. – (1,000 per case)				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box)				
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal				
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal				
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal				
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				
97	Spray Bottles – 24 oz empty bottles or equal				
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal				
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)				
100	Toilet Seat Covers				
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil				
102	Trash Cans & Lids 16 Gal				
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal				
104	Trash Cans – 10 Gal				
105	Urinal Block w/Screens				
106	Urinal Blocks (Blocks Only)				
107	Urinal Deodorant Screens – Screens Only				
108	Wasp/Hornet Spray				
109	Wasp/Hornet Spray – 20 Ft Stream				
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal				
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal				
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				
116	Butcher Paper 24"				
117	Facial Tissue(Georgia Pacific) equal or better				
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				
120	Foam – Bows 6 oz. w/lids				
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				
122	Foil Wrap Potato (Reynolds) or equal				
123	Laced Dollies (different sizes and types)				
124	Menu Tissue 12 x 12				
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				
127	Pan Liners – (Dispozo) 1,000 cs				
128	Paper Bags #10 Brown (Duro) or equal				
129	Paper Bags #4 Brown (Duro) or equal				
130	Paper Bags #8 Brown (Duro) or equal				
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				
132	Paper Bags 6lb. Brown 6BG (Duro) or equal				
133	Paper Cups Portion 10 oz (Solo) equal or better				
134	Paper Roll Towels Kitchen (Scott 11s9) or equal				
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal				
136	Paper Towels Multi Fold				
137	Paper Towels Multi Folds White Bleached 9.25X9.5				
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				
139	Styrofoam Bowl -6 oz 1,00 case				
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				
141	Styrofoam Cup 8 oz. (8J8) or equal				
142	Styrofoam Cups oz. (UJ4) or equal				
143	Styrofoam Plates 6" Laminated				
144	Styrofoam Plates 6" Un-laminated				
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
146	Styrofoam Plates 9" Laminated				
147	Styrofoam Plates 9" Un-laminated				

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JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
155	Utensils Forks Clear (1,000 ct)				
156	Utensils Spoons Plastic (Solo) or equal				
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				
159	Utensils Spoons Plastic medium Weight White (1,000 ct)				
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
161	Vented Lid-Dart (12J12) or equal				
162	Vented Lid – Dart (8J8) or equal				
163	Wipers Workhorse Rags (Kimberly Clark) or equal				
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
165	Body Shampoo – Per Gallon				
166	Deodorant –Hygiene				
167	Lice Killer – Aerosol				
168	Razors – Double Edged				
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
170	Sanitary Napkins Panty Liners				
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal				
173	Shaving Cream				
174	Toothbrush Firm – Specify Size				

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size				
176	Toothbrush Soft Specify Size				
177	Toothpaste Std Size, Specify Size				
178	Toothpaste Travel Size, Specify Size				
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
180	Buffing Pads 17" White				
181	Buffing Pads 20" White				
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
184	Stripping Pads 17" Black				
185	Stripping Pads 20" Black				
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
187	Gloves - Food Service Large Clear (Brand Name)				
188	Gloves – Food Service – Medium clear (Brand Name)				
189	Gloves Latex Small Disposable (Ansell)Yw or equal				
190	Gloves Latex Large Disposable				
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
193	Gloves Latex Medium Disposable (Ansell) or equal				
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
196	Body Towels Standard Size				
197	Hand Towels Standard Size				
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner				
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal				
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners				
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners				
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners				

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic				
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
205	Weed Killer (Round Up) or equal				
206	Weed Killer 55 Gallon concentrated – Specify Dilution				
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
208	Sprayer (Trigger/Nozzles Only) red & white				
209	Bleach – Disinfectant Cleaner Dry Air – Hospital				
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
211	Bio-Hazard Bag Red 40 X 48 3 mil				
212	Disinfectant Wipes (Lysol) or equal				

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-147

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, **2013** by and between (VENDOR). ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on_____, 2013 and expire on_____, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

EXHIBIT "B"
BID PAGE

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
VISTAR MANAGEMENT – PFG GROUP

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	TOTAL PRICE
2	3M Griddle Screens 10 per pack (200) or equal	First Mark	10/20ct	48588	42.60
18	Cleaner-Diversey General Purpose 4/1 gal or equal	First mark	6/1qt	48516	30.90
21	Continental 18" Rubber floor squeegees *1800) or equal	O'Cedar	1/1ct	48588	10.96
22	Contental 24" rubber floor squeegess (2400) or equal	O'Cedar	1/1ct	48588	10.96
38	Dispenser – Air Freshener Time Mist	Time Mist	1/1ct	48532	18.86
84	Royal griddle bricks for cleaning Grills 12/box (GBRICK) or equal	3M	1/12ct	48588	17.84
101	Trash Can 55 gal – XXLarge 28x58 1.5 mil	First Mark	10/10ct	48594	19.80
113	B aggies Ziploc 16x11 Gallon Size (Hefty) or equal	First Mark	1/250ct	64008	19.78
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	Handgard	1/1000ct	64008	72.30
121	Foil Wrap 18" Heavy Duty 500 ft (Reynolds) or equal	Slv Serv	1/500ft	64080	28.80
124	Menu Tissue 12x12	Packeer	1/1000ct	64050	6.90
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	Tork	12/500ct	64050	38.40
135	Paper Towels Brown Rolls Standard Size (Georgia Pacific) or equal	Univer	12/350ft	64075	16.98
136	Paper Towels Multi Fold	Univer	16/250ft	64075	15.10
137	Paper Towels Multi Folds White Bleached 9.25x9/5	Univer	16/250ft	64075	17.92
149	Toilet Tissue (12/1,000 Jr Jumbo((G Pac) or equal	Univer	12/1000	64075	22.35
152	Utensils Forks-Plastics 2,000 ct (James River WNF2P) or equal	First Mark	1/1000ct	64060	14.02
198	Trash Liners – 45gal x-large 40x48 16 mic High Density Can Liner	First Mark	10/10ct	66524	16.23
210	Bleach Pure Bright disinfection 6/cs (6Blch) or equal	First Mark	6/1gal	50525	9.05

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal		First Mark 318914	1/20CT	.376	7.52
2	3M Griddle Screens 10 per pack (200) or equal		First mark 318926	10/20CT	.213	42.60
3	Air Freshener – Aerosol Asst Scents		First Mark 243627	6/32oz	6.178	37.07
4	Air Freshener – Time Mist Asst Scents 6.6 oz		—			
5	Ant & Roach Spray odorless		—			
6	Ant & Roach Spray odorless to contain deltametrin		—			
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered		—			
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered		First Mark 243628	6/1qt	4.267	25.60
9	Bowl Mops (Rayon) or equal		Impact 947000	1/1ea	.93	.93
10	Brooms (Plastic Angle) or equal		First Mark 273978	1/12in	5.99	5.99
11	Brooms – Janitorial Straw		First Mark 265277	12/13in	5.758	69.10
12	Brooms Maids Straw (Waco) or equal		—			
13	Carpet Shampoo – Liquid Ammonia Free		—			
14	Carpet Powder & Deodorizer		—			
15	Carpet Shampoo Liquid		—			
16	Carpet Spot Remover 32 oz		—			
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal		—			
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal		First Mark 243671	6/1qt	5.15	30.90
19	Cleaner Oven 24 oz: Foam Cleaner		Easy Off 31139	6/24oz	6.408	38.45
20	Cleaner Stainless Steel waterless based		First Mark 243526	6/16oz	5.907	35.44
21	Continental 18" rubber floor squeegees (1800) or equal	22"	OCedar 294697	1/1ct	10.96	10.96
22	Continental 24: rubber floor squeegee (2400) or equal	22"	OCedar 294697	1/1ct	10.96	10.96
23	Degreaser – 55 gallon		—			
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal		First Mark 243533	4/1gal	12.08	48.32
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box		Packer 883935	1/50lb	40.88	40.88
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal		—			
27	Dishwashing Liquid 32 oz. (Dawn) or equal		Dawn 863824	8/38oz	4.716	37.73
28	Dishwashing Liquid 42 oz. (Dawn) or equal		Dawn 863824	8/38oz	4.716	37.73
29	Disinfectant & Deodorizer Cleaner Aerosol		—			
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal		SturSrc 242343	4/1gal	6.263	25.05

OPENED 10/9/13 10:45am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	—			
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	—			
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	—			
34	Disinfectant Deodorant Spray Hospital	—			
35	Disinfectant Foam Cleaner – Hospital	—			
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	—			
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	—			
38	Dispenser - Air Freshener Time Mist	TimeMist 942400	1/1 CT	18.86	18.86
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	Tork 892928	1/1 CT	42.95	42.95
40	Dispensers- Liquid Hand Soap (Bulk Soap)	First Mark 243636	4/1 gal	9.825	39.30
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	—			
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	—			
43	Dust Cloths (Disposable)Yw	—			
44	Dust Cloths – Non Disposable	—			
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)	—			
52	Dust Mop Treatment TRU Equal	—			
53	Dust Pan Metal – Lobby or equal	Impact 932901	1 ea	30.15	30.15
54	Dust Pan Plastic – Lobby or equal	First Mark 293002	1 ea	10.70	10.70
55	Enzyme Deodorizers – per gallon Liquid	First Mark 243656	1/5 gal	19.48/gal	97.40
56	Feather Duster Extensions 12 ft	—			
57	Feather Duster Extensions 8ft	—			
58	Feather Dusters 21 inch Ostrich or Equal	—			
59	Feather Dusters 26 inch Ostrich or Equal	—			

OPENED 10:00am 10/9/13 Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES						
	DESCRIPTION OF ITEM(S)	BRAND		QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	—				
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	FirstMark	243536	4/1gal	18.125	72.50
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	—				
63	Furniture Polish Aerosol	—				
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	—				
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	SlvrSrc	242344	4/1gal	3.978	15.91
66	Hand Cleaner – Waterless	—				
67	Hanging Toilet Bowl Blocks	—				
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	FirstMark	243657	1/5gal	91.00	91.00
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	Rubbermaid	859998	1ea	109.45	109.45
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	OCedar	899576	1/32qt	56.78	56.78
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal	—				
72	Mop Handles Wood 54" Junior	—				
73	Mop Head Cotton – Size 16 oz	OCedar	274921	1/3CT	2.263	6.79
74	Mop Head Cotton - Size 24 oz	FirstMark	292442	1/3CT	4.663	13.99
75	Mop Head Cotton – Size 32 oz.	—				
76	Mop Head Rayon – Size 16 oz.	—				
77	Mop Head Rayon – Size 24 oz.	SlvrSrc	292447	1/3CT	4.32	12.96
78	Mop Head Rayon – Size 32 oz.	—				
79	Mosquito Repellent Lotion	—				
80	Mosquito Repellent Spray	—				
81	Odor Eliminator – Non Aerosol	—				
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	—				
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	Purell	268880	6/800ml	7.433	44.60
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	3M	9A229	1/12CT	1.487	17.84
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	AEP	314988	1/2000CT	.019	38.00
86	Scouring Sponges Yw/Green Standard Size 3M/equal	—				
87	Scrubbing Cleansers – 21 oz (Comet) or equal	—				
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	First Mark	243636	4/1gal	9.175	36.70
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	—				
90	Soap Bar – 75 oz. – (1,000 per case)	—				

OPENED
10/9/13
10:30am
Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box)	Colgate 942586	12/800mL	4.084	49.01
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	—			
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntIHsoap1) or equal	First Mark 243636	4/1gal	9.175	36.70
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	—			
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	—			
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	—			
97	Spray Bottles – 24 oz empty bottles or equal w/trigger	Contico 35927	1/3ct	1.95	5.85
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	Packer 84963	1 ea	1.75	1.75
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Tork	1 ea	26.25	26.25
100	Toilet Seat Covers	Univer	20/250ct	.0127	63.50
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	First Mark 194634	10/10ct	.198	19.80
102	Trash Cans & Lids 16 Gal	—			
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	—			
104	Trash Cans – 10 Gal	—			
105	Urinal Block w/Screens	—			
106	Urinal Blocks (Blocks Only)	—			
107	Urinal Deodorant Screens – Screens Only	CDC 938065	12/1ct	1.2375	14.85
108	Wasp/Hornet Spray	—			
109	Wasp/Hornet Spray – 20 Ft Stream	—			
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	—			
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	—			
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	—			
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal 10X11	First Mark 158747	1/250ct	.0791	19.78
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	First Mark 158746	1/500ct	.0463	23.15
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal 10X14	Handgard 45401	1/1000ct	.0723	72.30
116	Butcher Paper 24"	Packer 152223	1/18in	22.79	22.79
117	Facial Tissue(Georgia Pacific) equal or better	Tork 935667	30/100ct	.647	19.41
118	Film Wrap 18" Heavy Duty 2,000 ft.(Reynolds) or equal	First Mark 899594	1/2000ft	16.94	16.94

OPENED 10/9/13 1Pm Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	—			
120	Foam – Bows 6 oz. w/lids	—			
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal	Slvr Src 240308	1/500ft	28.80	28.80
122	Foil Wrap Potato (Reynolds) or equal	First Mark 157551	6/500ct	9.35	56.10
123	Laced Dollies (different sizes and types)	—			
124	Menu Tissue 12 x 12	Packer 297275	1/1000ct	.0069	6.90
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	Tork 95779	12/500ct	.0064	38.40
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	—			
127	Pan Liners – (Dispozo) 1,000 cs	First Mark 996070	1/1000ct	.4394	43.94
128	Paper Bags #10 Brown (Duro) or equal 12#	Weyerh 921925	1/500ct	.0398	19.88
129	Paper Bags #4 Brown (Duro) or equal	—			
130	Paper Bags #8 Brown (Duro) or equal	Duro 942894	1/500ct	.0294	14.72
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Duro 52133	1/500 ct	.0859	42.96
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	Duro 942898	1/500 ct	.0294	14.72
133	Paper Cups Portion 10 oz (Solo) equal or better	—			
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	—			
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	Univer	12/350 ft	1.415	16.98
136	Paper Towels Multi Fold	Univer	16/250ft	.9438	15.10
137	Paper Towels Multi Folds White Bleached 9.25X9.5	Univer 908861	16/250ft	1.12	17.92
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	—			
139	Styrofoam Bowl -6 oz 1,00 case	Dart 956950	20/50 ct	.2935	29.35
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	First Mark 197489	8/125ct	.2392	23.92
141	Styrofoam Cup 8 oz. (8J8) or equal	First Mark 199423	40/25ct	.1874	18.74
142	Styrofoam Cups oz. (UJ4) or equal 4/03	Wincup 69627	40/25ct	.1898	18.98
143	Styrofoam Plates 6" Laminated	—			
144	Styrofoam Plates 6" Un-laminated	First Mark 197484	8/125 ct	.2011	20.11
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	First Mark 197486	4/125 ct	.0396	19.80
146	Styrofoam Plates 9" Laminated	—			
147	Styrofoam Plates 9" Un-laminated	First Mark 197485	4/125ct	.0394	19.70

OPENED 10:00 a.m. Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	SlvrSrc	2/100 CT	.0849	16.97
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	Univer	12/1000 SH	1.8625	22.35
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	First Mark	96/500SH	.4745	45.55
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	Univer	6/2000FT	4.358	26.15
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	First Mark 194556	1/1000 CT	.1402	14.02
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	First Mark 194556	1/1000 CT	.1402	14.02
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	First Mark 194556	1/1000 CT	.1402	14.02
155	Utensils Forks Clear (1,000 ct)	—			
156	Utensils Spoons Plastic (Solo) or equal	Prime 915186	1/1000CT	.1098	10.98
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Prime 915186	1/1000 CT	.1098	10.98
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	Prime 915186	1/1000 CT	.1098	10.98
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	Prime 915186	1/1000 CT	.1098	10.98
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Senate 38746	1/250 CT	.0584	14.60
161	Vented Lid-Dart (12J12) or equal	Dart 986054	10/100 CT	.1302	13.02
162	Vented Lid – Dart (8J8) or equal	Dart 943124	1/1000CT	.1115	11.15
163	Wipers Workhorse Rags (Kimberly Clark) or equal	—			
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	—			
165	Body Shampoo – Per Gallon	—			
166	Deodorant –Hygiene	—			
167	Lice Killer – Aerosol	—			
168	Razors – Double Edged	—			
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	—			
170	Sanitary Napkins Panty Liners	—			
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	—			
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal	—			
173	Shaving Cream	—			
174	Toothbrush Firm – Specify Size	—			

OPENED 10/9/13 Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size	—			
176	Toothbrush Soft Specify Size	—			
177	Toothpaste Std Size, Specify Size	—			
178	Toothpaste Travel Size, Specify Size	—			
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	—			
180	Buffing Pads 17" White	—			
181	Buffing Pads 20" White	—			
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	—			
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	—			
184	Stripping Pads 17" Black	—			
185	Stripping Pads 20" Black	—			
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	—			
187	Gloves - Food Service Large Clear (Brand Name) Vinyl	Slur Src 240775	10/100 CT	.2970	29.70
188	Gloves – Food Service – Medium clear (Brand Name)	Slur Src 240774	10/100 CT	.298	29.80
189	Gloves Latex Small Disposable (Ansell)Yw or equal	First Mark 240762	4/100 CT	.0775	31.00
190	Gloves Latex Large Disposable	Packer.	10/100 CT	.392	39.20
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Packer 869908	1 ea	.81	.81
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	Packer 242892	1 ea	.81	.81
193	Gloves Latex Medium Disposable (Ansell) or equal	Packer.	10/100 CT	.392	39.20
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	—			
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Food Handler 366380	1/400 CT	.1575	63.00
196	Body Towels Standard Size	—			
197	Hand Towels Standard Size	Slur Src	1/12 CT		
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	First Mark 194622	10/10 CT	.1623	16.23
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	AEP 953255	1/1000 CT	.269	26.90
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners 24x32	First Mark 241347	25/20 CT	.075	37.50
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	First Mark 194621	10/15 CT	.1129	16.94
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	Inteplast 264987	20/50 CT	.2015	20.15

OPENED 10:00 AM 10/29/13 Witness

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic	—			
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	—			
205	Weed Killer (Round Up) or equal	—			
206	Weed Killer 55 Gallon concentrated – Specify Dilution	—			
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	—			
208	Sprayer (Trigger/Nozzles Only) red & white	—			
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	—			
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	Firstmark 247723	6/1gal	1.5083	9.05
211	Bio-Hazard Bag Red 40 X 48 3 mil	—			
212	Disinfectant Wipes (Lysol) or equal	—			

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Vistar Managmt/Performance FoodGroup
ADDRESS: 204 N. Brownson
CITY/STATE/ZIP CODE: Victoria TX
TELEPHONE NUMBER 361-582-7500
E-MAIL ADDRESS: gmedina@pfgc.com
CELLULAR NUMBERS: (956) 624-4706 or (956) 624-1955
FAX NUMBER:
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: GLORIA MEDINA
TITLE: Area Manager
DATE: 10-9-13

OPENED 10/9/13 10:20am Witnessed

[signature]

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2013

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
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.certs@Marsh.com Fax: 212-948-0500

902594-All-CAS-13-14

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : Indemnity Insurance Company Of North America	43575
INSURER D : Lexington Insurance Co.	19437
INSURER E :	
INSURER F :	

INSURED
PFS - VICTORIA
C/O PERFORMANCE FOOD GROUP, INC.
12500 WEST CREEK PARKWAY
RICHMOND, VA 23238

COVERAGES **CERTIFICATE NUMBER:** NYC-006763345-01 **REVISION NUMBER:** 6

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			HDOG27023198	08/01/2013	08/01/2014	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
								$	
A	AUTOMOBILE LIABILITY			ISAH08720812	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			20562207	08/01/2013	08/01/2014	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
D	DED X RETENTION $ 25,000			038183006 (EX AUTO)	08/01/2013	08/01/2014	EX AUTO-EA OCC	$	5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC47323745 (CA & MA)	08/01/2013	08/01/2014	X WC STATU-TORY LIMITS OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N / A		WLRC47323782 (AOS excl. TX)	08/01/2013	08/01/2014	E.L. EACH ACCIDENT	$	2,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC47323824 (WI)	08/01/2013	08/01/2014	E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Group
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
of Marsh USA Inc.
Chris Kakel

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext):	COMPANY
MARSH USA 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500 902594-All-STP-13-14		Alterra America Insurance Company
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
PFS - VICTORIA C/O PERFORMANCE FOOD GROUP, INC. 12500 WEST CREEK PARKWAY RICHMOND, VA 23238		SEE PAGE 2
	EFFECTIVE DATE: 08/01/2013	EXPIRATION DATE: 08/01/2014
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Motor Truck Cargo - any one vehicle All Risk of direct physical loss or damage, subject to policy terms, conditions and exclusions.	500,000	

REMARKS (Including Special Conditions)

The certificate holder is named a loss payee as respects its interest in property in the care, custody or control of the named insured and to the extent policy terms and limits apply under contract with the certificate holder.

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.

ADDITIONAL INTEREST

NYC-006763352-01

NAME AND ADDRESS				
Hidalgo County Attn: Purchasing Group 2812 S. Highway Bus. 281 Edinburg, TX 78539		MORTGAGEE		ADDITIONAL INSURED
	X	LOSS PAYEE		
	LOAN #			
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jan Mulstay			

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AGENCY CUSTOMER ID: 902594
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA	PFS - VICTORIA C/O PERFORMANCE FOOD GROUP, INC. 12500 WEST CREEK PARKWAY RICHMOND, VA 23238
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

(Stock Throughput Inventory / Motor Truck Cargo)
Carrier: Alterra America Insurance Company
Policy #MAXA4OMC0002041 / MAXA4IM0047830

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 19, 2013
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Item 13.A.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 6.B to be pulled for discussion.

5. Open Forum

> Fern McClaugherty expressed her concern over the amount of time presenters at Open Forum actually have.

> Opal Billman stated Texas law should award her half of community property and has yet to receive anything. She stated that she was given a promissory note as a divorce settlement which is debt, but does not agree that the Court has done the right thing in her case.

6. County Judge's Office:

A. AI-41491 Approval to process the following Xerox invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Invoice Dates	Monthly Amt.	Total Amount
February - November 2013	233.10	$2,331.00

Commissioner Hector Palacios joined the meeting.

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

A. **AI-41777** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

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: 4 - 0 - Unanimously

B. **AI-41836** Approval of rental payment from the General Fund in the amount of $11,250 for lease of office space (3304 W. Alberta Rd., Edinburg, TX) for the Urban County Program for the month of December 2013.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. **AI-41848** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

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: 4 - 0 - Unanimously

2. Approval of 2013 appropriation of funds in the total amount of $1,211,000.00 for the San Carlos Community Resource Center project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

17. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. Hidalgo County

1. AI-41858 Discussion and consideration with applicable action to procure the services of a consultant for the audit of billing/invoices from Hidalgo County's electric power providers (i.e. Reliant Energy, MVEC, CPL, Others);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-40774 Human Resources Dept:
a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR)software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Approval to pay as claims Invoices #285914 and 286922 in the amount of $300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

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: 4 - 0 - Unanimously

3. AI-41543 Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

APPROVED

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: 4 - 0 - Unanimously

APPROVED

AI-41543 **Purchasing Department 17. A. 3.**

CC REGULAR

Meeting Date: 11/19/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

BACKGROUND

Recommended Vendors:
1) Gulf Coast Paper
2) Staples Contract & Commercial
3) Sysco Central Texas
4) CC Distributors
5) Performance Food Group

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 2014 Budget

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

BUDGETARY IMPACT:

County Wide Project - Various departments

See 2014 dept. budgets (Object code 607) for availability of funds.

On an as needed basis

Contracts shall commence on January 01, 2014
and expire on December 31, 2014

Attachments

Participation-Acceptance Sheets
Bid TAB Sheet
Legals approval of Contract
C-13-147-Gulf Coast Paper Contract
C-13-147A-Staples Contract & Commercial Inc
C-13-147B-Sysco Central Texas

C-13-147C-CC Distributors

C-13-147D-Performance Food Group

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/07/2013 08:58 AM
Budget & Management	Obdett Calzada	11/07/2013 09:34 AM
Manuel Chapa	Manuel Chapa	11/13/2013 02:43 PM
Auditor's Office	Monica Badillo	11/15/2013 05:49 PM

Form Started By: Yolanda Velasquez Started On: 10/30/2013 01:37 PM

Final Approval Date: 11/15/2013

REQUIREMENTS AGREEMENT
C-13-147C-11-19

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19th day of November, **2013** by and between **CC Distributors, Inc.,** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **January 01, 2014** and expire on **December 31, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 302 West University Drive Edinburg, Texas 78539
If to Seller:	CC Distributors, INC. Attn. John Grey 210 McBride Lane Corpus Christi, Texas 78408

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 11/19/13 RO

COMPANY:

By: _____
Printed Name: Aida Gonzales
Title: SIS Rep.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 23, 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
RFB-2013-147-10-09-YZV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

ALL FUNDING SOURCES, PROGRAMS & ENTITIES)

Bid No: 2013-147-10-09-YZV

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __12__ pages.**
4. **Exhibit "B" Bid Page, consisting of__8__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Requirements Agreement, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 23, 2013
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2013-147-10-09	Buyer: YolandaVelasquez	Tel. No: (956) 318-2626-ext 4881

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities**)**

BID OPENING DATE: October 09, 2013

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (All Funding Sources, Programs and Entities)** 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— 2013-10-09-YZV- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES" (All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, October 09, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-147-10-09-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". (All Funding Sources, Programs & Entities)

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" All Funding Sources, Programs & Entities)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Accounts Payable
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 09, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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 limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

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"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2013-147-10-09-YZV

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, October 09, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY
This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

Janitorial & Industrial Supplies		
CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		**COMMODITY CODE (Internal Use Only)**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	48588
2	3M Griddle Screens 10 per pack (200) or equal	48588
3	Air Freshener – Aerosol Asst Scents	48532
4	Air Freshener – Time Mist Asst Scents 6.6 oz	48532
5	Ant & Roach Spray odorless	48560
6	Ant & Roach Spray odorless to contain deltametrin	48560
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	48526
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	48526
9	Bowl Mops (Rayon) or equal	48509
10	Brooms (Plastic Angle) or equal	48510
11	Brooms – Janitorial Straw	48510
12	Brooms Maids Straw (Waco) or equal	48510
13	Carpet Shampoo – Liquid Ammonia Free	48578
14	Carpet Powder & Deodorizer	48578
15	Carpet Shampoo Liquid	48578
16	Carpet Spot Remover 32 oz	48578
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	48531
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	48516
19	Cleaner Oven 24 oz. Foam Cleaner	48518
20	Cleaner Stainless Steel waterless based	48512
21	Continental 18” rubber floor squeegees (1800) or equal	48588
22	Continental 24: rubber floor squeegee (2400) or equal	48588
23	Degreaser – 55 gallon	48518
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	48538
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	48538
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	48538
27	Dishwashing Liquid 32 oz. (Dawn) or equal	48538
28	Dishwashing Liquid 42 oz. (Dawn) or equal	48538
29	Disinfectant & Deodorizer Cleaner Aerosol	48532
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	48542

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	48537
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	48540
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	48540
34	Disinfectant Deodorant Spray Hospital	48540
35	Disinfectant Foam Cleaner – Hospital	48540
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	48502
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	48540
38	Dispenser - Air Freshener Time Mist	48532
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	48546
40	Dispensers- Liquid Hand Soap (Bulk Soap)	48544
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	48546
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	48546
43	Dust Cloths (Disposable)Yw	48552
44	Dust Cloths – Non Disposable	48552
45	Dust Mop 24”x3 Disposable	48572
46	Dust Mop 24” X 5 Non Disposable	48570
47	Dust Mop 24” x 3 Non Disposable	48570
48	Dust Mop 24” x 5 Disposable	48570
49	Dust Mop Frames 24 x5	48570
50	Dust Mop Handles – Swivel Snap On	48570
51	Dust Mop Treatment (Aerosol)	48554
52	Dust Mop Treatment TRU Equal	48554
53	Dust Pan Metal – Lobby or equal	48594
54	Dust Pan Plastic – Lobby or equal	48594
55	Enzyme Deodorizers – per gallon Liquid	48578
56	Feather Duster Extensions 12 ft	48553
57	Feather Duster Extensions 8ft	48553
58	Feather Dusters 21 inch Ostrich or Equal	48553
59	Feather Dusters 26 inch Ostrich or Equal	48553

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	48555
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	48555
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	48554
63	Furniture Polish Aerosol	48558
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	48528
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	48528
66	Hand Cleaner – Waterless	48513
67	Hanging Toilet Bowl Blocks	48530
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	48537
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	48594
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	48568
71	Mop Handles Fiber Glass 54” Jr. Etc. or equal	48572
72	Mop Handles Wood 54” Junior	48572
73	Mop Head Cotton – Size 16 oz	48572
74	Mop Head Cotton - Size 24 oz	48572
75	Mop Head Cotton – Size 32 oz.	48572
76	Mop Head Rayon – Size 16 oz.	48572
77	Mop Head Rayon – Size 24 oz.	48572
78	Mop Head Rayon – Size 32 oz.	48572
79	Mosquito Repellent Lotion	48560
80	Mosquito Repellent Spray	48560
81	Odor Eliminator – Non Aerosol	48532
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	48514
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	48514
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	48588
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	48588
86	Scouring Sponges Yw/Green Standard Size 3M/equal	48588
87	Scrubbing Cleansers – 21 oz (Comet) or equal	48585
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	48586
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	48586
90	Soap Bar – 75 oz. – (1,000 per case)	48586

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
91	Soap Hand – Liquid – (Bag in Box)	48586
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	48518
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	48586
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	48554
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	48525
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	48532
97	Spray Bottles – 24 oz empty bottles or equal	48508
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	48508
99	Toilet Dispenser Universal (12” Jumbo toilet Tissue)	48546
100	Toilet Seat Covers	48546
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	48594
102	Trash Cans & Lids 16 Gal	48594
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	48594
104	Trash Cans – 10 Gal	48594
105	Urinal Block w/Screens	48530
106	Urinal Blocks (Blocks Only)	48530
107	Urinal Deodorant Screens – Screens Only	48565
108	Wasp/Hornet Spray	48560
109	Wasp/Hornet Spray – 20 Ft Stream	48560
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	48554
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	64008
112	Baggies 4”x4” Enono Zip (Ziploc Regular Sandwich Bags) or equal	64008
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	64008
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	64008
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	64008
116	Butcher Paper 24”	64045
117	Facial Tissue(Georgia Pacific) equal or better	64050
118	Film Wrap 18” Heavy Duty 2,000 ft. (Reynolds) or equal	64060

Janitorial & Industrial Supplies		
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
119	Film Wrap 18”x3000 – Heavy Duty (Reynolds) or equal	64060
120	Foam – Bows 6 oz. w/lids	64060
121	Foil Wrap 18” Heavy Duty 500 ft. (Reynolds) or equal	64080
122	Foil Wrap Potato (Reynolds) or equal	64080
123	Laced Dollies (different sizes and types)	64050
124	Menu Tissue 12 x 12	64050
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	64050
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	64060
127	Pan Liners – (Dispozo) 1,000 cs	64045
128	Paper Bags #10 Brown (Duro) or equal	64015
129	Paper Bags #4 Brown (Duro) or equal	64015
130	Paper Bags #8 Brown (Duro) or equal	64015
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	64015
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	64015
133	Paper Cups Portion 10 oz (Solo) equal or better	64060
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	64075
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	64075
136	Paper Towels Multi Fold	64075
137	Paper Towels Multi Folds White Bleached 9.25X9.5	64050
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	64050
139	Styrofoam Bowl -6 oz 1,00 case	64060
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	64060
141	Styrofoam Cup 8 oz. (8J8) or equal	64060
142	Styrofoam Cups oz. (UJ4) or equal	64060
143	Styrofoam Plates 6” Laminated	64060
144	Styrofoam Plates 6” Un-laminated	64060
145	Styrofoam Plates 9” Divided (Mobil TJ 1-0011) or equal	64060
146	Styrofoam Plates 9” Laminated	64060
147	Styrofoam Plates 9” Un-laminated	64060

Janitorial & Industrial Supplies		
CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE		**Commodity Code (Internal Use Only)**
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	64060
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	64075
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	64075
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	64075
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	64060
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	64060
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	64060
155	Utensils Forks Clear (1,000 ct)	64060
156	Utensils Spoons Plastic (Solo) or equal	64060
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	64060
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	64060
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	64060
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	64060
161	Vented Lid-Dart (12J12) or equal	64060
162	Vented Lid – Dart (8J8) or equal	64060
163	Wipers Workhorse Rags (Kimberly Clark) or equal	64085
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	64085
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
165	Body Shampoo – Per Gallon	65216
166	Deodorant –Hygiene	65237
167	Lice Killer – Aerosol	65242
168	Razors – Double Edged	65265
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
170	Sanitary Napkins Panty Liners	65239
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rockester, etc or equal	65239
173	Shaving Cream	65275
174	Toothbrush Firm – Specify Size	65284

Janitorial & Industrial Supplies		
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
175	Toothbrush Medium Specify Size	65284
176	Toothbrush Soft Specify Size	65284
177	Toothpaste Std Size, Specify Size	65285
178	Toothpaste Travel Size, Specify Size	65285
MISCELLANEOUS CLASSES		
CLASS-365-FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES		**Commodity Code (Internal Use Only)**
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	36510
180	Buffing Pads 17" White	36510
181	Buffing Pads 20" White	36510
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	36580
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	36580
184	Stripping Pads 17" Black	36510
185	Stripping Pads 20" Black	36510
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	36580
CLASS-201-CLOTHING ACCESSORIES		**Commodity Code (Internal Use Only)**
187	Gloves - Food Service Large Clear (Brand Name)	20142
188	Gloves – Food Service – Medium clear (Brand Name)	20142
189	Gloves Latex Small Disposable (Ansell)Yw or equal	20142
190	Gloves Latex Large Disposable	20142
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	20142
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	20142
193	Gloves Latex Medium Disposable (Ansell) or equal	20142
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	20142
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	20141
CLASS 850 – TEXTILES, FIBERS, HOUSEHOLD LINENS & PIECE GOODS		**Commodity Code (Internal Use Only)**
196	Body Towels Standard Size	85088
197	Hand Towels Standard Size	85092

JANITORIAL SUPPLIES & INDUSTRIAL SUPPLIES		
MISCELLANEOUS CLASSES		
CLASS-665-PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MODDLING EQUIPEMTN, ACCESSORIES, AND SUPPLIES		**Commodity Code (Internal Use Only)**
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	66524
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	66524
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	66524
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	66524
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	66524
CLASS-670-PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES		**Commodity Code (Internal Use Only)**
203	Toilet Brushes (Standard Size) Plastic	67002
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	67002
CLASS-675-PESTICIDES & CHEMICALS: AGRICULTURAL & INDUSTRIAL		**Commodity Code (Internal Use Only)**
205	Weed Killer (Round Up) or equal	67590
206	Weed Killer 55 Gallon concentrated – Specify Dilution	67590
CLASS – 393-FOOD STAPLES, GROCERY & GROCERIES MISCELLANEOUS ITEMS		**Commodity Code (Internal Use Only**
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	39393
CLASS-810-SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT, & PAINT)		**Commodity Code (Internal Use Only)**
208	Sprayer (Trigger/Nozzles Only) red & white	81095
CLASS 505-LAUNDRY AND DRY CLEANING COMPOUNDS DETERGENTS, AND SUPPLIES		**Commodity Code (Internal Use Only)**
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	50525
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	50525
CLASS-475 HOSPITAL, SURGICAL, & MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS		**Commodity Code (Internal Use Only)**
211	Bio-Hazard Bag Red 40 X 48 3 mil	47577
212	Disinfectant Wipes (Lysol) or equal	47565

INSURANCE:

Insurance requirements for this project to be maintained throughout the contract term (**refer to EXHIBIT "C" FOR LIMITS**).

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. 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 delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (**C)** terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Due to the nature of the user departments, ***vendor(s)*** shall be located within three-hundred mile radius from COUNTY OF HIDALGO, Texas.

9. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

10. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders 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.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, October 02, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 04, 2013 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	**BRAND**	**QTY**	**UNIT PRICE**	**PRICE PER CASE**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal				
2	3M Griddle Screens 10 per pack (200) or equal				
3	Air Freshener – Aerosol Asst Scents				
4	Air Freshener – Time Mist Asst Scents 6.6 oz				
5	Ant & Roach Spray odorless				
6	Ant & Roach Spray odorless to contain deltametrin				
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered				
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered				
9	Bowl Mops (Rayon) or equal				
10	Brooms (Plastic Angle) or equal				
11	Brooms – Janitorial Straw				
12	Brooms Maids Straw (Waco) or equal				
13	Carpet Shampoo – Liquid Ammonia Free				
14	Carpet Powder & Deodorizer				
15	Carpet Shampoo Liquid				
16	Carpet Spot Remover 32 oz				
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal				
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal				
19	Cleaner Oven 24 oz. Foam Cleaner				
20	Cleaner Stainless Steel waterless based				
21	Continental 18" rubber floor squeegees (1800) or equal				
22	Continental 24: rubber floor squeegee (2400) or equal				
23	Degreaser – 55 gallon				
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
27	Dishwashing Liquid 32 oz. (Dawn) or equal				
28	Dishwashing Liquid 42 oz. (Dawn) or equal				
29	Disinfectant & Deodorizer Cleaner Aerosol				
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)				
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
34	Disinfectant Deodorant Spray Hospital				
35	Disinfectant Foam Cleaner – Hospital				
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
38	Dispenser - Air Freshener Time Mist				
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
40	Dispensers- Liquid Hand Soap (Bulk Soap)				
41	Dispensers- Paper Towels Multi Folds Universal (Metal)				
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)				
43	Dust Cloths (Disposable)Yw				
44	Dust Cloths – Non Disposable				
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)				
52	Dust Mop Treatment TRU Equal				
53	Dust Pan Metal – Lobby or equal				
54	Dust Pan Plastic – Lobby or equal				
55	Enzyme Deodorizers – per gallon Liquid				
56	Feather Duster Extensions 12 ft				
57	Feather Duster Extensions 8ft				
58	Feather Dusters 21 inch Ostrich or Equal				
59	Feather Dusters 26 inch Ostrich or Equal				

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JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal				
63	Furniture Polish Aerosol				
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal				
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
66	Hand Cleaner – Waterless				
67	Hanging Toilet Bowl Blocks				
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
72	Mop Handles Wood 54" Junior				
73	Mop Head Cotton – Size 16 oz				
74	Mop Head Cotton - Size 24 oz				
75	Mop Head Cotton – Size 32 oz.				
76	Mop Head Rayon – Size 16 oz.				
77	Mop Head Rayon – Size 24 oz.				
78	Mop Head Rayon – Size 32 oz.				
79	Mosquito Repellent Lotion				
80	Mosquito Repellent Spray				
81	Odor Eliminator – Non Aerosol				
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
83	Purell Hand Sanitizer Refill-GOJ545604 or equal				
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
86	Scouring Sponges Yw/Green Standard Size 3M/equal				
87	Scrubbing Cleansers – 21 oz (Comet) or equal				
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
90	Soap Bar – 75 oz. – (1,000 per case)				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box)				
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal				
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal				
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal				
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				
97	Spray Bottles – 24 oz empty bottles or equal				
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal				
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)				
100	Toilet Seat Covers				
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil				
102	Trash Cans & Lids 16 Gal				
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal				
104	Trash Cans – 10 Gal				
105	Urinal Block w/Screens				
106	Urinal Blocks (Blocks Only)				
107	Urinal Deodorant Screens – Screens Only				
108	Wasp/Hornet Spray				
109	Wasp/Hornet Spray – 20 Ft Stream				
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal				
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal				
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				
116	Butcher Paper 24"				
117	Facial Tissue(Georgia Pacific) equal or better				
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				
120	Foam – Bows 6 oz. w/lids				
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				
122	Foil Wrap Potato (Reynolds) or equal				
123	Laced Dollies (different sizes and types)				
124	Menu Tissue 12 x 12				
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				
127	Pan Liners – (Dispozo) 1,000 cs				
128	Paper Bags #10 Brown (Duro) or equal				
129	Paper Bags #4 Brown (Duro) or equal				
130	Paper Bags #8 Brown (Duro) or equal				
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				
132	Paper Bags 6lb. Brown 6BG (Duro) or equal				
133	Paper Cups Portion 10 oz (Solo) equal or better				
134	Paper Roll Towels Kitchen (Scott 11s9) or equal				
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal				
136	Paper Towels Multi Fold				
137	Paper Towels Multi Folds White Bleached 9.25X9.5				
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				
139	Styrofoam Bowl -6 oz 1,00 case				
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				
141	Styrofoam Cup 8 oz. (8J8) or equal				
142	Styrofoam Cups oz. (UJ4) or equal				
143	Styrofoam Plates 6" Laminated				
144	Styrofoam Plates 6" Un-laminated				
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
146	Styrofoam Plates 9" Laminated				
147	Styrofoam Plates 9" Un-laminated				

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JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
155	Utensils Forks Clear (1,000 ct)				
156	Utensils Spoons Plastic (Solo) or equal				
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				
159	Utensils Spoons Plastic medium Weight White (1,000 ct)				
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
161	Vented Lid-Dart (12J12) or equal				
162	Vented Lid – Dart (8J8) or equal				
163	Wipers Workhorse Rags (Kimberly Clark) or equal				
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
165	Body Shampoo – Per Gallon				
166	Deodorant –Hygiene				
167	Lice Killer – Aerosol				
168	Razors – Double Edged				
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
170	Sanitary Napkins Panty Liners				
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal				
173	Shaving Cream				
174	Toothbrush Firm – Specify Size				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size				
176	Toothbrush Soft Specify Size				
177	Toothpaste Std Size, Specify Size				
178	Toothpaste Travel Size, Specify Size				
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
180	Buffing Pads 17" White				
181	Buffing Pads 20" White				
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
184	Stripping Pads 17" Black				
185	Stripping Pads 20" Black				
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
187	Gloves - Food Service Large Clear (Brand Name)				
188	Gloves – Food Service – Medium clear (Brand Name)				
189	Gloves Latex Small Disposable (Ansell)Yw or equal				
190	Gloves Latex Large Disposable				
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
193	Gloves Latex Medium Disposable (Ansell) or equal				
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
196	Body Towels Standard Size				
197	Hand Towels Standard Size				
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner				
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal				
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners				
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners				
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners				

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JANITORIAL & INDUSTRIAL SUPPLIES					
DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic				
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
205	Weed Killer (Round Up) or equal				
206	Weed Killer 55 Gallon concentrated – Specify Dilution				
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
208	Sprayer (Trigger/Nozzles Only) red & white				
209	Bleach – Disinfectant Cleaner Dry Air – Hospital				
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
211	Bio-Hazard Bag Red 40 X 48 3 mil				
212	Disinfectant Wipes (Lysol) or equal				

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-147

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, **2013** by and between (VENDOR). ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on_____, 2013 and expire on_____, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

EXHIBIT "B"
BID PAGE

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
CC DISTRIBUTORS

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	TOTAL PRICE
9	Bowls Mops (Rayon) or equal	Wilen	3a	48509	.61
12	Brooms Maids Straw (Waco) or equal	Continental	#17	48510	4.90
13	Carpet Shampoo Liquid Ammonia Free	Betco	4/1gal	48578	44.55
14	Carpet Powder &Deodorizer	Purex	12/15oz	48578	31.71
19	Cleaner Oven 24 oz. Foam Cleaner	Betco	12/18oz	48518	40.00
30	Disinfectant Cleaner Carrol Clear Pine Mop 4/1 gal (Pine1) or equal	Montgomery	4/1gal	48542	16.00
31	Disinfectant Cleaner Carrol Clear Lemon Mop 4/1 gallon (Lemon1) or equal	Montgomery	4/1gal	48537	16.68
66	Hand Cleaner – Waterless	Betco	6/4.5	48513	57.41
70	Mop Bucket Combo Std Size (Rubbermaid 7580O or equal	Continental	Ea	48568	41.14
71	Mop Hanldes Fiber Glass 54" Jr. Etc. or equal	Wilen-A70612	Ea	48572	8.12
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	Betco	4/1gal	48514	40.09
92	Spartan 15% Orange Tough Cleaner/degreaser 12/32 oz (OT15QT) or equal	Betco	12 gls	48518	32.25
95	Sparan Foamy Q&A phosphoric acid shower cleaner 12/32 oz	Betco	12qts	48525	28.29
97	Spray Bottles -24 oz empty bottles or equal	Continental	Ea	48508	.37
98	Spay Bottles-32 oz empty bottles or equal	Continental	Ea	48508	.37
102	Trash Cans & Lids 16 gal	Continental	Ea	48594	30.55 Can
					24.40 Lid
104	Trash Cans-10 gal	Continental	Ea	48594	8.40
108	Wasp/Hornet Spray	Enforcer	12/16oz	48560	35.26
109	Wasp/Hornet Spray – 20ft Stream	Enforcer	12/16oz	48560	37.61
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	Baywest 41000	30/90	64075	20.65
151	Toilet Tissue (6/Jumbo) 2000ft) (Georgia Pacific) or equal	Baywest	6/2000	64075	23.49cs
163	Wipers Workhorse Rags (Kim Clark) or equal	Kimberly Clark	Cs	64085	20.63
166	Deodorant – Hygiene	Dial	24/4oz	65237	53.64
167	Lice Killer – Aerosol	Misty Dualcide	12/20oz	65242	83.80
204	Toilet Brushes-Hard Bristle Bowl Brush (0310) Rubbermaid or equal	Wilen J501001	Ea	67002	1.25
208	Sprayer (Trigger/Nozzles Only) Red & White	Continental	Ea	81095	.34

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal 96A	Norton 59395	60/cs	.31	18.77 cs
2	3M Griddle Screens 10 per pack (200) or equal				No Bid
3	Air Freshener – Aerosol Asst Scents				No Bid
4	Air Freshener – Time Mist Asst Scents 6.6 oz	Time Mist	12	3.97	47.69 cs
5	Ant & Roach Spray odorless				No Bid
6	Ant & Roach Spray odorless to contain deltametrin				No Bid
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered Rest Stop	Betco 07012	12qts	1.56	18.72 cs
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered Pull	Betco 07117	12qts	1.656	19.87 cs
9	Bowl Mops (Rayon) or equal WJ510000	Wilen			.161 ea
10	Brooms (Plastic Angle) or equal E507012	Wilen			5.82 ea
11	Brooms – Janitorial Straw E504028 #28	Continental			5.30 ea
12	Brooms Maids Straw (Waco) or equal E503017 #17	Continental			4.90 ea
13	Carpet Shampoo – Liquid Ammonia Free Fiberpro	Betco 40104	4-1gal	11.14	44.55 cs
14	Carpet Powder & Deodorizer	Purex K600493	12-15oz	2.64	31.71 cs
15	Carpet Shampoo Liquid				No Bid
16	Carpet Spot Remover 32 oz Fiberpro Spot Bet	Betco 42512	12qts	2.71	32.49 cs
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal OceanBreeze	Betco 23104	4-1gal	15.30	61.21 cs
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal Greenearth	Betco 19804	4-1gal	12.76	51.05 cs
19	Cleaner Oven 24 oz. Foam Cleaner Oven & Grill clnr	Betco 05523	12-18oz	3.33	40.00 cs
20	Cleaner Stainless Steel waterless based				No Bid
21	Continental 18" rubber floor squeegees (1800) or equal	Unger FE45			16.61 ea
22	Continental 24: rubber floor squeegee (2400) or equal				No Bid
23	Degreaser – 55 gallon	Betco Degreaser			321.50 ea
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				No Bid
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				No Bid
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				No Bid
27	Dishwashing Liquid 32 oz. (Dawn) or equal				No Bid
28	Dishwashing Liquid 42 oz. (Dawn) or equal				No Bid
29	Disinfectant & Deodorizer Cleaner Aerosol Glybet	Betco 08923	12-14oz	3.45	41.45 cs
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	Montgomery	4-1gal	4.00	16.00 cs

OPENED 10/10/13 @ 10:30am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	Montgomery	4-1gal	4.17	16.68 cs
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated) Glybet	Betco 08623	12-16oz	3.21	38.50 cs
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				No Bid
34	Disinfectant Deodorant Spray Hospital	Ricket 04675 Lysol	12-19oz	5.99	71.85 cs
35	Disinfectant Foam Cleaner – Hospital Cide.-Bet	Betco 08723	12-18oz	2.65	31.83 cs
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent Push	Betco 13304	4-1gal	11.34	45.36 cs
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal Glybet	Betco 08623	12-16oz	3.21	38.50 cs
38	Dispenser - Air Freshener Time Mist	Time Mist 1131			27.32 ea
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	~~IMP 9330~~			No Bid
40	Dispensers- Liquid Hand Soap (Bulk Soap)	IMP 9330			12.00 ea
41	Dispensers- Paper Towels Multi Folds Universal (Metal)				No Bid
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	San. Jamar T1905wh			28.62 ea
43	Dust Cloths (Disposable)Yw	GP			No Bid
44	Dust Cloths – Non Disposable	CPI microfiber	12/pkg	.75	9.00 pkg
45	Dust Mop 24"x3 Disposable	Hillyard			
46	Dust Mop 24" X 5 Non Disposable Infinity	Hillyard 5x24			5.66 ea
47	Dust Mop 24" x 3 Non Disposable				No Bid
48	Dust Mop 24" x 5 Disposable				No Bid
49	Dust Mop Frames 24 x5 Hil52815	Hillyard 5x24 frame			2.22 ea
50	Dust Mop Handles – Swivel Snap On Hil22608	Hillyard Quick Change			7.90 ea
51	Dust Mop Treatment (Aerosol)	Hillyard Hil0113554	12-16oz	2.87	34.40 cs
52	Dust Mop Treatment TRU Equal	Hillyard Hil0101604	12-qts	7.13	85.61 cs
53	Dust Pan Metal – Lobby or equal	Continental 808			14.63 ea
54	Dust Pan Plastic – Lobby or equal	Continental 912BK			6.40 ea
55	Enzyme Deodorizers – per gallon Liquid GreenEarth	Betco 25804	4-1gal	10.72	42.87 cs
56	Feather Duster Extensions 12 ft				No Bid
57	Feather Duster Extensions 8ft	Rubbermaid T130			28.28 ea
58	Feather Dusters 21 inch Ostrich or Equal	IMP 4603			8.32 ea
59	Feather Dusters 26 inch Ostrich or Equal	IMP 46604			13.87 ea

OPENED 10/9/13 10:25am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				No Bid
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal pH7	Betco 13804	4-1gal	6.01	24.03cs
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal Hard as Nails	Betco 65905			65.98 pl
63	Furniture Polish Aerosol	Betco 06023	12-17oz	2.94	35.24 cs
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal Deep Blue	Betco 28104	4-1gal	17.25	68.99 cs
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal Deep Blue	Betco 10812	12qts	1.73	20.72 cs
66	Hand Cleaner – Waterless Knuckle Under	Betco 76486lc	6-4.5	9.57	57.41 cs
67	Hanging Toilet Bowl Blocks	Krystal BO4	12/bx	.75	9.00 bx
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Kitter 7020			47.08 pl
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	Continental 184 BL			100.56 ea
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal 335-312YW	Continental			41.14 ea
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal	Wilen A70612			8.12 ea
72	Mop Handles Wood 54" Junior 60"	Wilen A70312			7.55 ea
73	Mop Head Cotton – Size 16 oz	Wilen A401110 #16			2.50ea
74	Mop Head Cotton - Size 24 oz	Wilen A401124 #24			3.50ea
75	Mop Head Cotton – Size 32 oz.	Wilen A401132			4.70 ea
76	Mop Head Rayon – Size 16 oz.	Wilen A911112 #16			2.71 ea
77	Mop Head Rayon – Size 24 oz. #24	Wilen A913120.1HV			4.05 ea
78	Mop Head Rayon – Size 32 oz.				No Bid
79	Mosquito Repellent Lotion				No Bid
80	Mosquito Repellent Spray DeepWoods	SC Johnson 01842	6oz		65.64 cs
81	Odor Eliminator – Non Aerosol Ocean Breeze	Betco 23104	4-1gal	15.31	61.21 cs
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal Winning Hands	Betco 75004	4-1gal	10.02	40.09cs
83	Purell Hand Sanitizer Refill-GOJ545604 or equal Winning Hands	Betco 75204	4-1gal	12.40	49.58cs
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				No Bid
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal				No Bid
86	Scouring Sponges Yw/Green Standard Size 3M/equal	~~CPC 14278 Ajax~~	~~24-21oz~~		No Bid
87	Scrubbing Cleansers – 21 oz (Comet) or equal	CPC 14278 Ajax			23.85cs
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Betco 14104	4-1gal	10.16	40.64 cs
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				No Bid
90	Soap Bar – 75 oz. – (1,000 per case)	Dial 00184	1000/cs		80.60cs

OPENED
10/9/13
10:25am
Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box) Winning Hands 900mL	Betco 11219	12-900mL	2.70	32.36 cs
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal Citrus Chisel	Betco 116712	12 qts	2.69	32.25 cs
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	Montgomery Pink	4-1gal	10.28	25.13 cs
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	Betco 61804	4-1gal	16.54	66.15 cs
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal Stix	Betco 071012	12 qts	2.36	28.29 cs
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				No Bid
97	Spray Bottles – 24 oz empty bottles or equal	Continental 924B			.37 ea
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	Continental 932CG			.37 ea
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Baywest 88700			40.00 ea
100	Toilet Seat Covers 20-250/cs	Baywest 19490			50.00 cs
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil Huskee	Continental 55CCGY			40.85 ea
102	Trash Cans & Lids 16 Gal (Lid) Continental 7325GY 24.40ea	(Can) Continental 8316GY			30.55 ea
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal (Lid) Cont. 3200GY 5.00ea	(Can) Cont. 3200 GY			15.34 ea
104	Trash Cans – 10 Gal Huskee	Continental 1001GY			8.40 ea
105	Urinal Block w/Screens	Impact 9400 C.	12	1.23	14.76 doz
106	Urinal Blocks (Blocks Only)	Krystal 4104	12	.65	7.80 doz
107	Urinal Deodorant Screens – Screens Only	Impact 1451	12	1.50	17.96 doz
108	Wasp/Hornet Spray	Enforcer FWH16	12-16oz	2.94	35.26 cs
109	Wasp/Hornet Spray – 20 Ft Stream	Enforcer EWH1K16	12-16oz	3.13	37.61 cs
110	Wax ~~Stripper~~ Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal Hard as Nails	Betco 105405			65.98 pl
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Drk 94600 Ziplock 500/cs			19.90 cs
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Huckster 610144	1000/cs		8.65 bx
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				No Bids
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal				No Bids
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				No Bids
116	Butcher Paper 24"	Primesource # 24			39.55 rl
117	Facial Tissue(Georgia Pacific) equal or better	Baywest 6100	30-100/cs		22.42 cs
118	Film Wrap 18" Heavy Duty 2,000ft. (Reynolds) or equal	Reynolds 18x2000			22.85 rl

OPENED 10/9/13 10:22am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	Boardwalk 7230			42.86 rl
120	Foam – Bows 6 oz. w/lids	Dart 6J16	1000/cs		16.15 cs
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal	Reynolds 18x500			32.41 rl
122	Foil Wrap Potato (Reynolds) or equal	Boardwalk 71616	12-500/cs		137.15 cs
123	Laced Dollies (different sizes and types)				No Bid
124	Menu Tissue 12.x 12				No Bid
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal 2 ply	Boardwalk BWK8308	3000/cs		56.77 cs
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	Pactiv TKI-0089	200/cs		26.49 cs
127	Pan Liners – (Dispozo) 1,000 cs				No Bid
128	Paper Bags #10 Brown (Duro) or equal	Kraft #10	4-500/BL		25.45 bl
129	Paper Bags #4 Brown (Duro) or equal	Kraft #4	8-500/BL		23.48 bl
130	Paper Bags #8 Brown (Duro) or equal	Kraft #8	2000/BL		24.60 bl
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Kraft #57	500/BL		61.18 bl
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	Kraft #6	1000/BL		27.91 bl
133	Paper Cups Portion 10 oz (Solo) equal or better				No Bid
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	Baywest 41000	30-90/cs		20.65 cs
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	Baywest 46200	12-350/cs		16.52 cs
136	Paper Towels Multi Fold	Baywest 48000	20-200/cs		16.99 cs
137	Paper Towels Multi Folds White Bleached 9.25X9.5	Baywest 48500	20-200/cs		20.01 cs
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				No Bid
139	Styrofoam Bowl -6 oz 1,00 case				No Bid
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better TKI-0012	Pactiv ~~Primesource~~	8-125/cs		30.21 cs
141	Styrofoam Cup 8 oz. (8J8) or equal	Dart 8J8	1000/cs		19.40 cs
142	Styrofoam Cups oz. (UJ4) or equal				No Bid
143	Styrofoam Plates 6" Laminated				No Bid
144	Styrofoam Plates 6" Un-laminated THI-0006	Pactiv ~~Primesource~~	~~4-125~~/cs		31.82 cs
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal THI-0011	Pactiv ~~Primesource~~	4-125/cs		28.93 cs
146	Styrofoam Plates 9" Laminated				No Bid
147	Styrofoam Plates 9" Un-laminated THI-0089	Pactiv ~~Primesource~~	4-125/cs		28.93 cs

OPENED 10/9/13 10:25am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	Pactiv	150/cs		25.70cs
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	Baywest 10020	12-1000'/cs		23.40cs
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	Baywest 54000	96-500/cs		34.81 cs
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	Baywest 20020	6-2000/cs		23.49cs
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				No Bid
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				No Bid
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	Primesource	1000/cs		10.37cs
155	Utensils Forks Clear (1,000 ct)				No Bid
156	Utensils Spoons Plastic (Solo) or equal				No Bid
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal				No Bid
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				No Bid
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	Primesource 694	1000/cs		10.37 cs
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Primesource	250/cs		18.46 cs
161	Vented Lid-Dart (12J12) or equal				No Bid
162	Vented Lid – Dart (8J8) or equal				No Bid
163	Wipers Workhorse Rags (Kimberly Clark) or equal	Kimberly Clark			20.63cs
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				No Bid
165	Body Shampoo – Per Gallon	Betco 77304	4-1gal	13.41	53.64
166	Deodorant –Hygiene	~~Dial~~ Dial	24-4oz / 12-6oz	/	77.85 / 55.65
167	Lice Killer – Aerosol	Misty Dualcide	12-20oz		83.80
168	Razors – Double Edged				No Bid
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	25/cs		51.03 cs
170	Sanitary Napkins Panty Liners				No Bid
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				No Bid
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal	Hospeco MT4	250/cs		56.02 cs
173	Shaving Cream				No Bid
174	Toothbrush Firm – Specify Size				No Bid

OPENED 10/9/13 10:25am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size				No Bid
176	Toothbrush Soft Specify Size				No Bid
177	Toothpaste Std Size, Specify Size				No Bid
178	Toothpaste Travel Size, Specify Size				No Bid
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	Norton	5/bx		15.46cs
180	Buffing Pads 17" White	Norton	5/bx		11.74 cs
181	Buffing Pads 20" White	Norton	5/bx		15.46cs
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				No Bid
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				No Bid
184	Stripping Pads 17" Black	Norton			11.74 cs
185	Stripping Pads 20" Black	Norton			15.98cs
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				No Bid
187	Gloves - Food Service Large Clear (Brand Name)				
188	Gloves – Food Service – Medium clear (Brand Name)				No Bid
189	Gloves Latex Small Disposable (Ansell)Yw or equal	Memphis 5054S	10bx/cs	5.88	58.80cs
190	Gloves Latex Large Disposable	Memphis 5054L	10bx/cs	5.88	58.80cs
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Ansell 69318L	10bx/cs	7.91	79.10cs
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	Ansell 69318M	10bx/cs	7.91	79.10cs
193	Gloves Latex Medium Disposable (Ansell) or equal	Memphis 5054M	10bx/cs	5.88	5880cs
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	Ansell 69318S	10bx/cs	7.91	79.10cs
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				No Bid
196	Body Towels Standard Size				No Bid
197	Hand Towels Standard Size				No Bid
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	Houston Poly CCD4048-16			31.25cs
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	Spectrum CCD2432			15.11 cs
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	Houston Poly CCD3037-13			27.32cs
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Spectrum 3340-16			18.82cs
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	Houston Poly 2433-8			25.19cs

OPENED 10/9/13 10:25am Witnessed

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic				No Bid
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	Wilen J501001			1.25 ea
205	Weed Killer (Round Up) or equal				No Bid
206	Weed Killer 55 Gallon concentrated – Specify Dilution				No Bid
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	Betco 34212	12-32oz	1.74	20.92 cs
208	Sprayer (Trigger/Nozzles Only) red & white 902 RWG	Continental			.34 ea
209	Bleach – Disinfectant Cleaner Dry Air – Hospital				No Bid
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	PureBright	6-96oz	1.96	11.76 cs
211	Bio-Hazard Bag Red 40 X 48 3 mil				No Bid
212	Disinfectant Wipes (Lysol) or equal	Clorox 15948	6/cs	4.68	28.05 cs

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: CC Distributors, Inc.

ADDRESS: 210 McBride Lane

CITY/STATE/ZIP CODE: Corpus Christi, Texas 78408

TELEPHONE NUMBER 361-289-0200

E-MAIL ADDRESS: jgrey@ccdistributors.com

CELLULAR NUMBERS: 361-443-6589

FAX NUMBER: 361-289-6290

AUTHORIZED SIGNATURE:

PRINTED NAME: John Grey

TITLE: VP Ops

DATE: 8-Oct-2013

OPENED 10/9/13 10:25am Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

JAN 11 2013

CCDIS-1 OP ID: CS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/13

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 Borden Insurance P. O. Box 1066 Corpus Christi, TX 78403-1066 Allen Borden	361-882-6543 361-654-2008
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wausau Insurance Companies	
INSURER B : Liberty County Mutual Ins Co	
INSURER C : Employers Insurance of Wausau	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: CC Distributors, Inc; Fin, Inc
P.O. Box 9153
Corpus Christi, TX 78401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			YYCZ91532489183	01/01/13	01/01/14	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AS2Z91532489133	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			THCZ91532489202	01/01/13	01/01/14	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2Z91532489173	01/01/13	01/01/14	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HICO-ED

Hidalgo County
100 East Cano 4th Floor
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

Allen D Borden

ACORD 25 (2010/05)

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 19, 2013
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Item 13.A.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 6.B to be pulled for discussion.

5. Open Forum

> Fern McClaugherty expressed her concern over the amount of time presenters at Open Forum actually have.

> Opal Billman stated Texas law should award her half of community property and has yet to receive anything. She stated that she was given a promissory note as a divorce settlement which is debt, but does not agree that the Court has done the right thing in her case.

6. County Judge's Office:

A. AI-41491 Approval to process the following Xerox invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Invoice Dates	Monthly Amt.	Total Amount
February - November 2013	233.10	$2,331.00

Commissioner Hector Palacios joined the meeting.

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

A. **AI-41777** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

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: 4 - 0 - Unanimously

B. **AI-41836** Approval of rental payment from the General Fund in the amount of $11,250 for lease of office space (3304 W. Alberta Rd., Edinburg, TX) for the Urban County Program for the month of December 2013.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. **AI-41848** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

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: 4 - 0 - Unanimously

2. Approval of 2013 appropriation of funds in the total amount of $1,211,000.00 for the San Carlos Community Resource Center project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

17. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. Hidalgo County

1. AI-41858 Discussion and consideration with applicable action to procure the services of a consultant for the audit of billing/invoices from Hidalgo County's electric power providers (i.e. Reliant Energy, MVEC, CPL, Others);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-40774 Human Resources Dept:
a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR)software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Approval to pay as claims Invoices #285914 and 286922 in the amount of $300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

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: 4 - 0 - Unanimously

3. AI-41543 Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

APPROVED

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: 4 - 0 - Unanimously

APPROVED

AI-41543 **Purchasing Department 17. A. 3.**

CC REGULAR

Meeting Date: 11/19/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

BACKGROUND

Recommended Vendors:
1) Gulf Coast Paper
2) Staples Contract & Commercial
3) Sysco Central Texas
4) CC Distributors
5) Performance Food Group

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 2014 Budget

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

BUDGETARY IMPACT:

County Wide Project - Various departments

See 2014 dept. budgets (Object code 607) for availability of funds.

On an as needed basis

Contracts shall commence on January 01, 2014
and expire on December 31, 2014

Attachments

Participation-Acceptance Sheets
Bid TAB Sheet
Legals approval of Contract
C-13-147-Gulf Coast Paper Contract
C-13-147A-Staples Contract & Commercial Inc
C-13-147B-Sysco Central Texas

C-13-147C-CC Distributors

C-13-147D-Performance Food Group

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/07/2013 08:58 AM
Budget & Management	Obdett Calzada	11/07/2013 09:34 AM
Manuel Chapa	Manuel Chapa	11/13/2013 02:43 PM
Auditor's Office	Monica Badillo	11/15/2013 05:49 PM

Form Started By: Yolanda Velasquez Started On: 10/30/2013 01:37 PM

Final Approval Date: 11/15/2013

REQUIREMENTS AGREEMENT
C-13-147A-11-19

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19th day of November, **2013** by and between **Staples Contract & Commercial, Inc. (operating as Staples Facility Solutions)** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **January 01, 2014** and expire on **December 31, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By: Ramon Garcia
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on 12-20-13 ka

COMPANY:

By: Wayne McMillian

Printed Name: WAYNE MCMILLIAN

Title: Regional Vice President

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 23, 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
RFB-2013-147-10-09-YZV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

ALL FUNDING SOURCES, PROGRAMS & ENTITIES)

Bid No: 2013-147-10-09-YZV

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __12__ pages.**
4. **Exhibit "B" Bid Page, consisting of__8__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Requirements Agreement, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 23, 2013
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2013-147-10-09	Buyer: YolandaVelasquez	Tel. No: (956) 318-2626-ext 4881

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities**)**

BID OPENING DATE: October 09, 2013

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (All Funding Sources, Programs and Entities)** 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— 2013-10-09-YZV- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES" (All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, October 09, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-147-10-09-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". (All Funding Sources, Programs & Entities)

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" All Funding Sources, Programs & Entities)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Accounts Payable
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 09, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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 limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

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"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2013-147-10-09-YZV

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, October 09, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY
This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

Janitorial & Industrial Supplies		
CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		**COMMODITY CODE (Internal Use Only)**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	48588
2	3M Griddle Screens 10 per pack (200) or equal	48588
3	Air Freshener – Aerosol Asst Scents	48532
4	Air Freshener – Time Mist Asst Scents 6.6 oz	48532
5	Ant & Roach Spray odorless	48560
6	Ant & Roach Spray odorless to contain deltametrin	48560
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	48526
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	48526
9	Bowl Mops (Rayon) or equal	48509
10	Brooms (Plastic Angle) or equal	48510
11	Brooms – Janitorial Straw	48510
12	Brooms Maids Straw (Waco) or equal	48510
13	Carpet Shampoo – Liquid Ammonia Free	48578
14	Carpet Powder & Deodorizer	48578
15	Carpet Shampoo Liquid	48578
16	Carpet Spot Remover 32 oz	48578
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	48531
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	48516
19	Cleaner Oven 24 oz. Foam Cleaner	48518
20	Cleaner Stainless Steel waterless based	48512
21	Continental 18” rubber floor squeegees (1800) or equal	48588
22	Continental 24: rubber floor squeegee (2400) or equal	48588
23	Degreaser – 55 gallon	48518
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	48538
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	48538
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	48538
27	Dishwashing Liquid 32 oz. (Dawn) or equal	48538
28	Dishwashing Liquid 42 oz. (Dawn) or equal	48538
29	Disinfectant & Deodorizer Cleaner Aerosol	48532
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	48542

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	48537
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	48540
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	48540
34	Disinfectant Deodorant Spray Hospital	48540
35	Disinfectant Foam Cleaner – Hospital	48540
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	48502
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	48540
38	Dispenser - Air Freshener Time Mist	48532
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	48546
40	Dispensers- Liquid Hand Soap (Bulk Soap)	48544
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	48546
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	48546
43	Dust Cloths (Disposable)Yw	48552
44	Dust Cloths – Non Disposable	48552
45	Dust Mop 24”x3 Disposable	48572
46	Dust Mop 24” X 5 Non Disposable	48570
47	Dust Mop 24” x 3 Non Disposable	48570
48	Dust Mop 24” x 5 Disposable	48570
49	Dust Mop Frames 24 x5	48570
50	Dust Mop Handles – Swivel Snap On	48570
51	Dust Mop Treatment (Aerosol)	48554
52	Dust Mop Treatment TRU Equal	48554
53	Dust Pan Metal – Lobby or equal	48594
54	Dust Pan Plastic – Lobby or equal	48594
55	Enzyme Deodorizers – per gallon Liquid	48578
56	Feather Duster Extensions 12 ft	48553
57	Feather Duster Extensions 8ft	48553
58	Feather Dusters 21 inch Ostrich or Equal	48553
59	Feather Dusters 26 inch Ostrich or Equal	48553

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	48555
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	48555
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	48554
63	Furniture Polish Aerosol	48558
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	48528
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	48528
66	Hand Cleaner – Waterless	48513
67	Hanging Toilet Bowl Blocks	48530
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	48537
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	48594
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	48568
71	Mop Handles Fiber Glass 54” Jr. Etc. or equal	48572
72	Mop Handles Wood 54” Junior	48572
73	Mop Head Cotton – Size 16 oz	48572
74	Mop Head Cotton - Size 24 oz	48572
75	Mop Head Cotton – Size 32 oz.	48572
76	Mop Head Rayon – Size 16 oz.	48572
77	Mop Head Rayon – Size 24 oz.	48572
78	Mop Head Rayon – Size 32 oz.	48572
79	Mosquito Repellent Lotion	48560
80	Mosquito Repellent Spray	48560
81	Odor Eliminator – Non Aerosol	48532
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	48514
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	48514
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	48588
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	48588
86	Scouring Sponges Yw/Green Standard Size 3M/equal	48588
87	Scrubbing Cleansers – 21 oz (Comet) or equal	48585
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	48586
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	48586
90	Soap Bar – 75 oz. – (1,000 per case)	48586

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
91	Soap Hand – Liquid – (Bag in Box)	48586
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	48518
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	48586
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	48554
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	48525
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	48532
97	Spray Bottles – 24 oz empty bottles or equal	48508
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	48508
99	Toilet Dispenser Universal (12” Jumbo toilet Tissue)	48546
100	Toilet Seat Covers	48546
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	48594
102	Trash Cans & Lids 16 Gal	48594
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	48594
104	Trash Cans – 10 Gal	48594
105	Urinal Block w/Screens	48530
106	Urinal Blocks (Blocks Only)	48530
107	Urinal Deodorant Screens – Screens Only	48565
108	Wasp/Hornet Spray	48560
109	Wasp/Hornet Spray – 20 Ft Stream	48560
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	48554
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	64008
112	Baggies 4”x4” Enono Zip (Ziploc Regular Sandwich Bags) or equal	64008
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	64008
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	64008
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	64008
116	Butcher Paper 24”	64045
117	Facial Tissue(Georgia Pacific) equal or better	64050
118	Film Wrap 18” Heavy Duty 2,000 ft. (Reynolds) or equal	64060

Janitorial & Industrial Supplies		
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
119	Film Wrap 18”x3000 – Heavy Duty (Reynolds) or equal	64060
120	Foam – Bows 6 oz. w/lids	64060
121	Foil Wrap 18” Heavy Duty 500 ft. (Reynolds) or equal	64080
122	Foil Wrap Potato (Reynolds) or equal	64080
123	Laced Dollies (different sizes and types)	64050
124	Menu Tissue 12 x 12	64050
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	64050
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	64060
127	Pan Liners – (Dispozo) 1,000 cs	64045
128	Paper Bags #10 Brown (Duro) or equal	64015
129	Paper Bags #4 Brown (Duro) or equal	64015
130	Paper Bags #8 Brown (Duro) or equal	64015
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	64015
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	64015
133	Paper Cups Portion 10 oz (Solo) equal or better	64060
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	64075
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	64075
136	Paper Towels Multi Fold	64075
137	Paper Towels Multi Folds White Bleached 9.25X9.5	64050
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	64050
139	Styrofoam Bowl -6 oz 1,00 case	64060
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	64060
141	Styrofoam Cup 8 oz. (8J8) or equal	64060
142	Styrofoam Cups oz. (UJ4) or equal	64060
143	Styrofoam Plates 6” Laminated	64060
144	Styrofoam Plates 6” Un-laminated	64060
145	Styrofoam Plates 9” Divided (Mobil TJ 1-0011) or equal	64060
146	Styrofoam Plates 9” Laminated	64060
147	Styrofoam Plates 9” Un-laminated	64060

Janitorial & Industrial Supplies		
CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE		**Commodity Code (Internal Use Only)**
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	64060
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	64075
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	64075
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	64075
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	64060
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	64060
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	64060
155	Utensils Forks Clear (1,000 ct)	64060
156	Utensils Spoons Plastic (Solo) or equal	64060
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	64060
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	64060
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	64060
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	64060
161	Vented Lid-Dart (12J12) or equal	64060
162	Vented Lid – Dart (8J8) or equal	64060
163	Wipers Workhorse Rags (Kimberly Clark) or equal	64085
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	64085
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
165	Body Shampoo – Per Gallon	65216
166	Deodorant –Hygiene	65237
167	Lice Killer – Aerosol	65242
168	Razors – Double Edged	65265
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
170	Sanitary Napkins Panty Liners	65239
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rockester, etc or equal	65239
173	Shaving Cream	65275
174	Toothbrush Firm – Specify Size	65284

Janitorial & Industrial Supplies		
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
175	Toothbrush Medium Specify Size	65284
176	Toothbrush Soft Specify Size	65284
177	Toothpaste Std Size, Specify Size	65285
178	Toothpaste Travel Size, Specify Size	65285
MISCELLANEOUS CLASSES		
CLASS-365-FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES		**Commodity Code (Internal Use Only)**
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	36510
180	Buffing Pads 17" White	36510
181	Buffing Pads 20" White	36510
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	36580
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	36580
184	Stripping Pads 17" Black	36510
185	Stripping Pads 20" Black	36510
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	36580
CLASS-201-CLOTHING ACCESSORIES		**Commodity Code (Internal Use Only)**
187	Gloves - Food Service Large Clear (Brand Name)	20142
188	Gloves – Food Service – Medium clear (Brand Name)	20142
189	Gloves Latex Small Disposable (Ansell)Yw or equal	20142
190	Gloves Latex Large Disposable	20142
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	20142
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	20142
193	Gloves Latex Medium Disposable (Ansell) or equal	20142
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	20142
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	20141
CLASS 850 – TEXTILES, FIBERS, HOUSEHOLD LINENS & PIECE GOODS		**Commodity Code (Internal Use Only)**
196	Body Towels Standard Size	85088
197	Hand Towels Standard Size	85092

JANITORIAL SUPPLIES & INDUSTRIAL SUPPLIES		
MISCELLANEOUS CLASSES		
CLASS-665-PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MODDLING EQUIPEMTN, ACCESSORIES, AND SUPPLIES		**Commodity Code (Internal Use Only)**
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	66524
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	66524
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	66524
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	66524
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	66524
CLASS-670-PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES		**Commodity Code (Internal Use Only)**
203	Toilet Brushes (Standard Size) Plastic	67002
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	67002
CLASS-675-PESTICIDES & CHEMICALS: AGRICULTURAL & INDUSTRIAL		**Commodity Code (Internal Use Only)**
205	Weed Killer (Round Up) or equal	67590
206	Weed Killer 55 Gallon concentrated – Specify Dilution	67590
CLASS – 393-FOOD STAPLES, GROCERY & GROCERIES MISCELLANEOUS ITEMS		**Commodity Code (Internal Use Only**
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	39393
CLASS-810-SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT, & PAINT)		**Commodity Code (Internal Use Only)**
208	Sprayer (Trigger/Nozzles Only) red & white	81095
CLASS 505-LAUNDRY AND DRY CLEANING COMPOUNDS DETERGENTS, AND SUPPLIES		**Commodity Code (Internal Use Only)**
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	50525
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	50525
CLASS-475 HOSPITAL, SURGICAL, & MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS		**Commodity Code (Internal Use Only)**
211	Bio-Hazard Bag Red 40 X 48 3 mil	47577
212	Disinfectant Wipes (Lysol) or equal	47565

INSURANCE:

Insurance requirements for this project to be maintained throughout the contract term (**refer to EXHIBIT "C" FOR LIMITS**).

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. 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 delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (**C)** terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Due to the nature of the user departments, ***vendor(s)*** shall be located within three-hundred mile radius from COUNTY OF HIDALGO, Texas.

9. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

10. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders 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.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, October 02, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 04, 2013 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	**BRAND**	**QTY**	**UNIT PRICE**	**PRICE PER CASE**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal				
2	3M Griddle Screens 10 per pack (200) or equal				
3	Air Freshener – Aerosol Asst Scents				
4	Air Freshener – Time Mist Asst Scents 6.6 oz				
5	Ant & Roach Spray odorless				
6	Ant & Roach Spray odorless to contain deltametrin				
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered				
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered				
9	Bowl Mops (Rayon) or equal				
10	Brooms (Plastic Angle) or equal				
11	Brooms – Janitorial Straw				
12	Brooms Maids Straw (Waco) or equal				
13	Carpet Shampoo – Liquid Ammonia Free				
14	Carpet Powder & Deodorizer				
15	Carpet Shampoo Liquid				
16	Carpet Spot Remover 32 oz				
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal				
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal				
19	Cleaner Oven 24 oz. Foam Cleaner				
20	Cleaner Stainless Steel waterless based				
21	Continental 18" rubber floor squeegees (1800) or equal				
22	Continental 24: rubber floor squeegee (2400) or equal				
23	Degreaser – 55 gallon				
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
27	Dishwashing Liquid 32 oz. (Dawn) or equal				
28	Dishwashing Liquid 42 oz. (Dawn) or equal				
29	Disinfectant & Deodorizer Cleaner Aerosol				
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				

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JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)				
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
34	Disinfectant Deodorant Spray Hospital				
35	Disinfectant Foam Cleaner – Hospital				
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
38	Dispenser - Air Freshener Time Mist				
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
40	Dispensers- Liquid Hand Soap (Bulk Soap)				
41	Dispensers- Paper Towels Multi Folds Universal (Metal)				
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)				
43	Dust Cloths (Disposable)Yw				
44	Dust Cloths – Non Disposable				
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)				
52	Dust Mop Treatment TRU Equal				
53	Dust Pan Metal – Lobby or equal				
54	Dust Pan Plastic – Lobby or equal				
55	Enzyme Deodorizers – per gallon Liquid				
56	Feather Duster Extensions 12 ft				
57	Feather Duster Extensions 8ft				
58	Feather Dusters 21 inch Ostrich or Equal				
59	Feather Dusters 26 inch Ostrich or Equal				

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JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal				
63	Furniture Polish Aerosol				
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal				
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
66	Hand Cleaner – Waterless				
67	Hanging Toilet Bowl Blocks				
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
72	Mop Handles Wood 54" Junior				
73	Mop Head Cotton – Size 16 oz				
74	Mop Head Cotton - Size 24 oz				
75	Mop Head Cotton – Size 32 oz.				
76	Mop Head Rayon – Size 16 oz.				
77	Mop Head Rayon – Size 24 oz.				
78	Mop Head Rayon – Size 32 oz.				
79	Mosquito Repellent Lotion				
80	Mosquito Repellent Spray				
81	Odor Eliminator – Non Aerosol				
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
83	Purell Hand Sanitizer Refill-GOJ545604 or equal				
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
86	Scouring Sponges Yw/Green Standard Size 3M/equal				
87	Scrubbing Cleansers – 21 oz (Comet) or equal				
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
90	Soap Bar – 75 oz. – (1,000 per case)				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box)				
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal				
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal				
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal				
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				
97	Spray Bottles – 24 oz empty bottles or equal				
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal				
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)				
100	Toilet Seat Covers				
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil				
102	Trash Cans & Lids 16 Gal				
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal				
104	Trash Cans – 10 Gal				
105	Urinal Block w/Screens				
106	Urinal Blocks (Blocks Only)				
107	Urinal Deodorant Screens – Screens Only				
108	Wasp/Hornet Spray				
109	Wasp/Hornet Spray – 20 Ft Stream				
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal				
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal				
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				
116	Butcher Paper 24"				
117	Facial Tissue(Georgia Pacific) equal or better				
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				
120	Foam – Bows 6 oz. w/lids				
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				
122	Foil Wrap Potato (Reynolds) or equal				
123	Laced Dollies (different sizes and types)				
124	Menu Tissue 12 x 12				
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				
127	Pan Liners – (Dispozo) 1,000 cs				
128	Paper Bags #10 Brown (Duro) or equal				
129	Paper Bags #4 Brown (Duro) or equal				
130	Paper Bags #8 Brown (Duro) or equal				
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				
132	Paper Bags 6lb. Brown 6BG (Duro) or equal				
133	Paper Cups Portion 10 oz (Solo) equal or better				
134	Paper Roll Towels Kitchen (Scott 11s9) or equal				
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal				
136	Paper Towels Multi Fold				
137	Paper Towels Multi Folds White Bleached 9.25X9.5				
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				
139	Styrofoam Bowl -6 oz 1,00 case				
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				
141	Styrofoam Cup 8 oz. (8J8) or equal				
142	Styrofoam Cups oz. (UJ4) or equal				
143	Styrofoam Plates 6" Laminated				
144	Styrofoam Plates 6" Un-laminated				
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
146	Styrofoam Plates 9" Laminated				
147	Styrofoam Plates 9" Un-laminated				

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JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
155	Utensils Forks Clear (1,000 ct)				
156	Utensils Spoons Plastic (Solo) or equal				
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				
159	Utensils Spoons Plastic medium Weight White (1,000 ct)				
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
161	Vented Lid-Dart (12J12) or equal				
162	Vented Lid – Dart (8J8) or equal				
163	Wipers Workhorse Rags (Kimberly Clark) or equal				
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
165	Body Shampoo – Per Gallon				
166	Deodorant –Hygiene				
167	Lice Killer – Aerosol				
168	Razors – Double Edged				
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
170	Sanitary Napkins Panty Liners				
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal				
173	Shaving Cream				
174	Toothbrush Firm – Specify Size				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size				
176	Toothbrush Soft Specify Size				
177	Toothpaste Std Size, Specify Size				
178	Toothpaste Travel Size, Specify Size				
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
180	Buffing Pads 17" White				
181	Buffing Pads 20" White				
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
184	Stripping Pads 17" Black				
185	Stripping Pads 20" Black				
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
187	Gloves - Food Service Large Clear (Brand Name)				
188	Gloves – Food Service – Medium clear (Brand Name)				
189	Gloves Latex Small Disposable (Ansell)Yw or equal				
190	Gloves Latex Large Disposable				
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
193	Gloves Latex Medium Disposable (Ansell) or equal				
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
196	Body Towels Standard Size				
197	Hand Towels Standard Size				
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner				
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal				
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners				
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners				
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners				

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic				
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
205	Weed Killer (Round Up) or equal				
206	Weed Killer 55 Gallon concentrated – Specify Dilution				
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
208	Sprayer (Trigger/Nozzles Only) red & white				
209	Bleach – Disinfectant Cleaner Dry Air – Hospital				
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
211	Bio-Hazard Bag Red 40 X 48 3 mil				
212	Disinfectant Wipes (Lysol) or equal				

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-147

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, **2013** by and between (VENDOR). ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on_____, 2013 and expire on_____, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Staples Contract & Commercial, Inc. (operating as Staples Facility Solutions)

ADDRESS: 500 Staples Drive

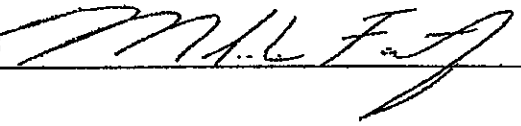
CITY/STATE/ZIP CODE: Framingham, MA 01702

TELEPHONE NUMBER: 508-253-6753 | Ext: 36753

EMAIL ADDRESS: Mark.Fortney@Staples.com

CELLULAR NUMBERS: 303-664-3753

FAX NUMBER: 508-253-8989

AUTHORIZED SIGNATURE: 

PRINTED NAME: Mark Fortney

TITLE: Area VP, Staples Facility Solutions

DATE: October 8, 2013

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
STAPLES

C-13-147A-11-19

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	PRICE PER CASE
10	Brooms (Plastic Angle) or equal	O'Dell	12ct	48510	59.64
20	Cleaner Stainless Steel waterless based	Staples	12/19oz	48512	32.28
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	Staples	50 lb	48538	15.38
29	Disinfectant & Deodorizer Cleaner Aerosol	Staples	12/16oz	48532	28.83
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	Staples	12/16oz	48540	28.83
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	Staples	12/16oz	48540	28.83
34	Disinfectant Deodorant Spray Hospital	Staples	12/16oz	48540	28.83
35	Disinfectant Foam Cleaner – Hospital	Staples	12/20oz	48540	25.08
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	Staples	12/16oz	48540	28.83
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	Georgia Pac	Ea	48546	19.12
43	Dust Cloths (Disposable)Yw	Impact Micro	12 ea	48552	9.81
44	Dust Cloths – Non Disposable	Impact Micro	12 ea	48552	9.81
45	Dust Mop 24"x3 Disposable	O'Dell	12ea	48572	36.12
46	Dust Mop 24" X 5 Non Disposable	O'Dell	12ea	48570	36.12
47	Dust Mop 24" x 3 Non Disposable	O'Dell	12ea	48570	36.12
48	Dust Mop 24" x 5 Disposable	O'Dell	12ea	48570	36.12
51	Dust Mop Treatment (Aerosol)	Staples	12ea	48554	30.24
53	Dust Pan Metal – Lobby or equal	Impact	12Ea	48594	39.00
54	Dust Pan Plastic – Lobby or equal	Rubbermaid	12ea	48594	51.48
56	Feather Duster Extensions 12 ft	O'Dell	12ea	48553	52.20
57	Feather Duster Extensions 8ft	O'Dell	12ea	48553	52.20
58	Feather Dusters 21 inch Ostrich or Equal	O'Dell	12ea	48553	52.20
59	Feather Dusters 26 inch Ostrich or Equal	O'Dell	12ea	48553	52.20
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	Sustainable E	4/1gal	48555	57.01
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	Staples	5gal	48554	56.26
63	Furniture Polish Aerosol	Staples	12/19oz	48558	27.43
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	Brighton	12/32oz	48528	19.49
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Staples	50lb	48537	15.38
72	Mop Handles Wood 54" Junior	Rubbermaid	12ea	48572	72.60
73	Mop Head Cotton – Size 16 oz	Rubbermaid	12ea	48572	25.44
74	Mop Head Cotton - Size 24 oz	Rubbermaid	12ea	48572	22.08
75	Mop Head Cotton – Size 32 oz.	Rubbermaid	12ea	48572	28.32
76	Mop Head Rayon – Size 16 oz.	O'Dell	12ea	48572	27.24
77	Mop Head Rayon – Size 24 oz.	Rubbermaid	12ea	48572	40.80
78	Mop Head Rayon – Size 32 oz.	Rubbermaid	12ea	48572	58.56
80	Mosquito Repellent Spray	Deep Woods	12ea	48560	59.04
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Brighton Pro	4/1gal	48586	22.34
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	Dove	8pk	48586	13.14
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	Brighton	4/1gal	48586	22.34
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Staples	Ea	48546	7.60
105	Urinal Block w/Screens	Rochester	12bx	48530	12.38
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	Anchor	Ea	64060	18.55
155	Utensils Forks Clear (1,000 ct)	Staples	1000ct	64060	14.53
170	Sanitary Napkins Panty Liners	Rochester	250ct	65239	32.39

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES

STAPLES

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	**BRAND**	**QTY**	**NIGP CODE** INTERNAL USE ONLY	
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	Windsor	1 dz	36580	13.56
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	Windsor	1 dz	36580	89.04
203	Toilet Brushes (Standard Size) Plastic	Rubbermaid	12eacs	67002	24.96
212	Disinfectant Wipes (Lysol) or equal	Staples	12pk	47565	32.16

EXHIBIT "B"
BID PAGE

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
STAPLES

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	PRICE PER CASE
10	Brooms (Plastic Angle) or equal	O'Dell	12ct	48510	59.64
20	Cleaner Stainless Steel waterless based	Staples	12/19oz	48512	32.28
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	Staples	50 lb	48538	15.38
29	Disinfectant & Deodorizer Cleaner Aerosol	Staples	12/16oz	48532	28.83
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	Staples	12/16oz	48540	28.83
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	Staples	12/16oz	48540	28.83
34	Disinfectant Deodorant Spray Hospital	Staples	12/16oz	48540	28.83
35	Disinfectant Foam Cleaner – Hospital	Staples	12/20oz	48540	25.08
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	Staples	12/16oz	48540	28.83
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	Georgia Pac	Ea	48546	19.12
43	Dust Cloths (Disposable)Yw	Impact Micro	12 ea	48552	9.81
44	Dust Cloths – Non Disposable	Impact Micro	12 ea	48552	9.81
45	Dust Mop 24"x3 Disposable	O'Dell	12ea	48572	36.12
46	Dust Mop 24" X 5 Non Disposable	O'Dell	12ea	48570	36.12
47	Dust Mop 24" x 3 Non Disposable	O'Dell	12ea	48570	36.12
48	Dust Mop 24" x 5 Disposable	O'Dell	12ea	48570	36.12
51	Dust Mop Treatment (Aerosol)	Staples	12ea	48554	30.24
53	Dust Pan Metal – Lobby or equal	Impact	12Ea	48594	39.00
54	Dust Pan Plastic – Lobby or equal	Rubbermaid	12ea	48594	51.48
56	Feather Duster Extensions 12 ft	O'Dell	12ea	48553	52.20
57	Feather Duster Extensions 8ft	O'Dell	12ea	48553	52.20
58	Feather Dusters 21 inch Ostrich or Equal	O'Dell	12ea	48553	52.20
59	Feather Dusters 26 inch Ostrich or Equal	O'Dell	12ea	48553	52.20
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	Sustainable E	4/1gal	48555	57.01
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	Staples	5gal	48554	56.26
63	Furniture Polish Aerosol	Staples	12/19oz	48558	27.43
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	Brighton	12/32oz	48528	19.49
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Staples	50lb	48537	15.38
72	Mop Handles Wood 54" Junior	Rubbermaid	12ea	48572	72.60
73	Mop Head Cotton – Size 16 oz	Rubbermaid	12ea	48572	25.44
74	Mop Head Cotton - Size 24 oz	Rubbermaid	12ea	48572	22.08
75	Mop Head Cotton – Size 32 oz.	Rubbermaid	12ea	48572	28.32
76	Mop Head Rayon – Size 16 oz.	O'Dell	12ea	48572	27.24
77	Mop Head Rayon – Size 24 oz.	Rubbermaid	12ea	48572	40.80
78	Mop Head Rayon – Size 32 oz.	Rubbermaid	12ea	48572	58.56
80	Mosquito Repellent Spray	Deep Woods	12ea	48560	59.04
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Brighton Pro	4/1gal	48586	22.34
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	Dove	8pk	48586	13.14
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	Brighton	4/1gal	48586	22.34
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Staples	Ea	48546	7.60
105	Urinal Block w/Screens	Rochester	12bx	48530	12.38
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	Anchor	Ea	64060	18.55
155	Utensils Forks Clear (1,000 ct)	Staples	1000ct	64060	14.53
170	Sanitary Napkins Panty Liners	Rochester	250ct	65239	32.39

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
STAPLES

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	Windsor	1 dz	36580	13.56
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	Windsor	1 dz	36580	89.04
203	Toilet Brushes (Standard Size) Plastic	Rubbermaid	12eacs	67002	24.96
212	Disinfectant Wipes (Lysol) or equal	Staples	12pk	47565	32.16

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:00am Witnessed

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	3M Scotch-Brite™ Commercial Scouring Pads, 10/Pk	PK	$5.50	$55.00
2	3M Griddle Screens 10 per pack (200) or equal		No Bid		
3	Air Freshener – Aerosol Asst Scents	Staples Metered Air Freshener, Summer Breeze, 7 oz., 12/Ct	CT	$2.86	$34.29
4	Air Freshener – Time Mist Asst Scents 6.6 oz	Staples Metered Air Freshener, Summer Breeze, 7 oz., 12/Ct	CT	$2.86	$34.29
5	Ant & Roach Spray odorless	Raid® Ant & Roach Killer, 17.5 oz. Aerosol Can	EA	$3.18	$38.16
6	Ant & Roach Spray odorless to contain deltametrin	Raid® Ant & Roach Killer, 17.5 oz. Aerosol Can	EA	$3.18	$38.16
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	Staples® Non-Acid Disinfectant Bathroom Cleaner, Floral Scent, 1 Quart, 12/Ct	CT	$2.13	$25.50
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	SPECTRUM BOWL CLNR 32OZ 12CT	CT	$1.99	$23.84
9	Bowl Mops (Rayon) or equal	Unisan Toilet Bowl Mop, White, 12" Handle EA	EA	$0.69	$8.28
10	Brooms (Plastic Angle) or equal	O'Dell SMALL YELLOW ANGLE BROOM	EA	$4.97	$59.64
11	Brooms – Janitorial Straw	O'Dell Unisan Parlor Broom, Corn, 42" Wood Handle	EA	$6.82	$81.84
12	Brooms Maids Straw (Waco) or equal	O'Dell Unisan Parlor Broom, Corn, 42" Wood Handle	EA	$6.82	$81.84
13	Carpet Shampoo – Liquid Ammonia Free	Sustainable Earth by Staples® 62 High-Performance Carpet Cleaner, Dilutes 1/2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$15.82	$63.26
14	Carpet Powder & Deodorizer		No Bid		
15	Carpet Shampoo Liquid	Sustainable Earth by Staples® 62 High-Performance Carpet Cleaner, Dilutes 1/2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$15.82	$63.26
16	Carpet Spot Remover 32 oz	Sustainable Earth by Staples® 67 Carpet Spotter, 1 Quart	EA	$3.83	$45.96
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	Staples® ViaFresh™ Odor Eliminator, Wildflower, Dilutes 1/2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$14.53	$58.13
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	Staples® Clean All™ General Purpose Carpet Spotter and Degreaser Cleaner, Dilutes 1 oz. per Gallon of Water, 1	CT	$6.89	$27.54
19	Cleaner Oven 24 oz. Foam Cleaner	Diversey Mr. Muscle® Oven and Grill Cleaner, 19 oz.	EA	$4.41	$52.92
20	Cleaner Stainless Steel waterless based	Staples® Stainless Steel Cleaner, 19 oz.	EA	$2.69	$32.28
21	Continental 18" rubber floor squeegees (1800) or equal		No Bid		
22	Continental 24: rubber floor squeegee (2400) or equal	Unger Aquadozer® Heavy Duty Floor Squeegee, Straight, 24" Wide	EA	$27.07	$324.84
23	Degreaser – 55 gallon	Sustainable Earth by Staples® Heavy Duty General Purpose Cleaner/Degreaser #65, 55 Gallon Drum	EA	$853.29	$853.29
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	Staples® Glisten™ General Purpose Dish Soap, Lemon Scented, Dilutes 1 oz. per Gallon of Water, 1 Gallon	EA	$11.06	$44.24
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	Staples LAUNDRY DETRGNT PWDR 50LB BX	EA	$15.38	$15.38
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal		No Bid		
27	Dishwashing Liquid 32 oz. (Dawn) or equal	Staples® Glisten™ General Purpose Dish Soap, Lemon Scented, Dilutes 1 oz. per Gallon of Water, 1 Gallon	EA	$11.06	$44.24
28	Dishwashing Liquid 42 oz. (Dawn) or equal	Staples® Glisten™ General Purpose Dish Soap, Lemon Scented, Dilutes 1 oz. per Gallon of Water, 1 Gallon	EA	$11.06	$44.24
29	Disinfectant & Deodorizer Cleaner Aerosol	Staples® Surface Disinfectant and Deodorizing II Spray, 16 oz., 12/Ct	CT	$2.40	$28.83
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	Staples® Lemon DC Plus™ Disinfectant Cleaner, Dilutes 2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$8.10	$32.39

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:00am Witnessed

JANITORIAL AND INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	Staples® Lemon DC Plus™ Disinfectant Cleaner, Dilutes 2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$8.10	$32.39
32	Disinfectant Deodorant Spray -- Hospital (Tuberculicial Rated)	Staples® Surface Disinfectant and Deodorizing II Spray, 16 oz., 12/Ct	CT	$2.40	$28.83
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	Staples® Surface Disinfectant and Deodorizing II Spray, 16 oz., 12/Ct	CT	$2.40	$28.83
34	Disinfectant Deodorant Spray Hospital	Staples® Surface Disinfectant and Deodorizing II Spray, 16 oz., 12/Ct	CT	$2.40	$28.83
35	Disinfectant Foam Cleaner – Hospital	Staples® Foam Multi-Purpose Disinfectant Cleaner, 20 oz., 12/Ct	CT	$2.09	$25.08
36	Disinfectant --Cleaning compound for Animal Cage - Consume Eco-Lyzer (Spartan) or equivalent	VIRUSTAT DC PLUS CLNR Dilutes 1/2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$17.65	$70.60
37	Disinfectant/Deodorant Spray -- Diversely 12/15oz (Endbac I) or equal	Staples® Surface Disinfectant and Deodorizing II Spray, 16 oz., 12/Ct	CT	$2.40	$28.83
38	Dispenser - Air Freshener Time Mist	Staples® Metered Air Dispenser, White	EA	$22.79	$273.48
39	Dispenser --Roll Paper Towel -- Lever or Crank (Metal or Plastic)	San Jamar Integra™ Lever Roll Towel Dispenser, Pearl Blue, 13 1/2"H x 11 1/2"W x 11 1/4"D	EA	$63.82	$63.82
40	Dispensers- Liquid Hand Soap (Bulk Soap)	Impact ClearVu® Plastic Soap Dispenser, White/Clear, Holds 30 oz., 6 1/4"H x 4 1/2"W x 4"D	EA	$13.25	$13.25
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	Bobrick Folded Towel Dispenser, Stainless Steel, 14"H x 10 3/4"W x 4"D	EA	$41.63	$41.63
42	Dispensers -- Paper Towels Multi Folds Universal (Plastic)	Georgia-Pacific Combination C-Fold or Multifold Towel Dispenser, Black, 15 2/5"H x 11"W x 5 1/4"D	EA	$19.12	$19.12
43	Dust Cloths (Disposable)Yw	Impact Microfiber Cloth, Yellow, 16"W x 16"L	DZ	$0.82	$9.81
44	Dust Cloths -- Non Disposable	Impact Microfiber Cloths, Green Terry, 16" x 16", 12/Pk	PK	$0.82	$9.81
45	Dust Mop 24"x3 Disposable	O'Dell DISPOSABLE DUST MOP HEAD 24X5	EA	$3.01	$36.12
46	Dust Mop 24" X 5 Non Disposable	O'Dell DISPOSABLE DUST MOP HEAD 24X5	EA	$3.01	$36.12
47	Dust Mop 24" x 3 Non Disposable	O'Dell DISPOSABLE DUST MOP HEAD 24X5	EA	$3.01	$36.12
48	Dust Mop 24" x 5 Disposable	O'Dell DISPOSABLE DUST MOP HEAD 24X5	EA	$3.01	$36.12
49	Dust Mop Frames 24 x5	O'Dell METAL DUST MOP FRAME 24X5	EA	$2.25	$27.00
50	Dust Mop Handles – Swivel Snap On	O'Dell CLIP WOOD DUST MOP HANDLE	EA	$5.84	$70.08
51	Dust Mop Treatment (Aerosol)	Staples® Dust Mop and Dust Cloth Treatment, 19 oz.	EA	$2.52	$30.24
52	Dust Mop Treatment TRU Equal	Staples® Dust Mop and Dust Cloth Treatment, 19 oz.	EA	$2.52	$30.24
53	Dust Pan Metal – Lobby or equal	Impact Metal Dust Pan, Black	EA	$3.25	$39.00
54	Dust Pan Plastic – Lobby or equal	Rubbermaid Heavy-Duty Dustpan, Charcoal, 2 5/8"H x 12 1/4"W x 8 1/4"D	EA	$4.29	$51.48
55	Enzyme Deodorizers – per gallon Liquid	Staples® Enzyme Plus™ Odor Eliminator Deodorizer, Dilutes 2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$9.12	$36.48
56	Feather Duster Extensions 12 ft	O'Dell Unisan Retractable Feather Duster, 9-14" Handle	EA	$4.35	$52.20
57	Feather Duster Extensions 8ft	O'Dell Unisan Retractable Feather Duster, 9-14" Handle	EA	$4.35	$52.20
58	Feather Dusters 21 inch Ostrich or Equal	O'Dell Unisan Retractable Feather Duster, 9-14" Handle	EA	$4.35	$52.20
59	Feather Dusters 26 Inch Ostrich or Equal	O'Dell Unisan Retractable Feather Duster, 9-14" Handle	EA	$4.35	$52.20

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:00am Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	Sustainable Earth by Staples® 64 Neutral Multi-Use Cleaner, Dilutes 1/2 oz. per Gallon of Water, 1	CT	$14.25	$57.01
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	Sustainable Earth by Staples® 64 Neutral Multi-Use Cleaner, Dilutes 1/2 oz. per Gallon of Water, 1 Gallon, 4/Ct	CT	$14.25	$57.01
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	Staples® Diamond™ Floor Finish, 5 Gallons	EA	$56.26	$56.26
63	Furniture Polish Aerosol	Staples® Furniture Polish, Lemon Scent, 19 oz., 12/Ct	CT	$2.29	$27.43
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	Sustainable Earth by Staples® 61 Glass Cleaner Concentrate, Dilutes 1 oz. per Gallon of Water, 1	CT	$13.37	$53.49
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	Brighton Professional Glass Cleaner, Citrus, 32 oz., 12/CT	CT	$1.62	$19.49
66	Hand Cleaner – Waterless		No Bid		
67	Hanging Toilet Bowl Blocks	Rochester Midland Urinal Screen with Non-Para Enzyme Block, Berry Scent, 12/Bx	BX	$12.38	$0.00
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	Staples LAUNDRY DETRGNT PWDR 50LB BX	EA	$15.38	$15.38
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	Rubbermaid Cleaning Cart with Zippered Yellow Bag, 38 1/4"H x 20"W x 45"L	EA	$186.79	$186.79
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	Rubbermaid WaveBrake® Bucket/Side-Pressure Wringer, Yellow, 35 Quart Capacity	EA	$63.32	$63.32
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal	Rubbermaid Invader® Side-Gate Mop Handle, Fiberglass, 60"	EA	$9.21	$110.52
72	Mop Handles Wood 54" Junior	Rubbermaid Invader® Side-Gate Mop Handle, Wood, 60"	EA	$6.05	$72.60
73	Mop Head Cotton – Size 16 oz	Rubbermaid V Series Cotton-Cut End Wet Mop Head, #16, White	EA	$2.12	$25.44
74	Mop Head Cotton - Size 24 oz	Rubbermaid Cut-End Cotton Mop #24, Economy, White	EA	$1.84	$22.08
75	Mop Head Cotton – Size 32 oz.	Rubbermaid Cut-End Cotton Mop #32, Economy, White	EA	$2.36	$28.32
76	Mop Head Rayon – Size 16 oz.	O'Dell #16 NONWOVEN CUT END WET MOP	EA	$2.27	$27.24
77	Mop Head Rayon – Size 24 oz.	Rubbermaid Cut-End Rayon Mop #24, Economy, White	EA	$3.40	$40.80
78	Mop Head Rayon – Size 32 oz.	Rubbermaid Cut-End Rayon Mop #32, Economy, White	EA	$4.88	$58.56
79	Mosquito Repellent Lotion		No Bid		
80	Mosquito Repellent Spray	Deep Woods OFF!® Aerosol, 6 oz.	EA	$4.92	$59.04
81	Odor Eliminator – Non Aerosol	Staples® Enzyme Plus™ Odor Eliminator, 1 Quart, 12/Ct	CT	$3.70	$44.44
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	Gojo TFX™ Premium Antibacterial Foam Soap Refill, Fruit Scent, 1,200 ml	EA	$22.60	$67.80
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	Gojo Purell® TFX™ Touch-Free Instant Gel Hand Sanitizer Refill, 1200 ml	EA	$14.90	$44.70
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal		No Bid		
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal		No Bid		
86	Scouring Sponges Yw/Green Standard Size 3M/equal	3M Scotch-Brite™ Medium-Duty Commercial Scrub Sponge, 3 1/2" x 6 1/4", 10/Pk	PK	$19.87	$19.87
87	Scrubbing Cleansers – 21 oz (Comet) or equal	Staples® Cream Cleanser™, Mint Scent, 1 Quart, 12/Ct	CT	$2.42	$29.01
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Brighton Professional™ Antibacterial Hand Soap, Unscented, 1 Gallon, 4/Ct	CT	$5.59	$22.34
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	DOVE BAR WHITE 8PK	PK	$13.14	$0.00
90	Soap Bar – 75 oz. – (1,000 per case)		No Bid		

EXHIBIT "B"
BID PAGE
RFB No 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 01/13 witnessed

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box)	Gojo Liquid Lotion Skin Cleanser Refill, Liquid, 800 mL Bag, 12/Ct	CT	$3.35	$40.25
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	Staples TRIPLE POWER HD RTU 1GAL 12CT	CT	$3.24	$38.91
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	Brighton Professional™ Antibacterial Hand Soap, Unscented, 1 Gallon, 4/Ct	CT	$5.59	$22.34
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	Diversey Revive® Plus SC Maintainer/Rejuvenator Floor Cleaner,	CT	$15.70	$94.21
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	Staples SANI CLEANSE CLNR 32OZ 12CT	CT	$3.03	$36.39
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	Staples® Air Freshener, Summer Breeze Scent, 10 oz.	EA	$2.82	$33.84
97	Spray Bottles – 24 oz empty bottles or equal	Impact Plastic Sprayer Bottle with Trigger Sprayers, 24 oz., 3/Pk	PK	$3.57	$0.00
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	Unisan Plastic Spray Bottle, Clear, 32 oz.	EA	$0.52	$6.24
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Staples BATH DISPENSER JUMBO 9IN ROLL	EA	$7.60	$7.60
100	Toilet Seat Covers	Rochester Midland Half-Fold Toilet Seat Covers, 5,000/Ct	CT	$32.30	$32.30
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	Rubbermaid Vented Trash Receptacle, Round Brute® Container without Lid, 55	EA	$71.10	$71.10
102	Trash Cans & Lids 16 Gal	Rubbermaid Step-On Container, Beige, 18 Gallons, 26 1/2"H x 16 1/8"W x 19 3/4"L	EA	$112.99	$112.99
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	Rubbermaid Vented Trash Receptacle, Round Brute® Container without Lid, Gray,	EA	$30.00	$30.00
104	Trash Cans – 10 Gal	Staples Brighton Professional™ Soft Molded Wastebasket, Beige, 41 1/4 Quart,	EA	$7.44	$89.28
105	Urinal Block w/Screens	Rochester Midland Urinal Screen with Non-Para Enzyme Block, Berry Scent, 12/Bx	BX	$12.38	$0.00
106	Urinal Blocks (Blocks Only)	Rochester Midland DEODRNT NONPARA BLOCK 12BX	BX	$7.14	$85.68
107	Urinal Deodorant Screens – Screens Only	Rochester Midland Urinal Screen, Red Vinyl, Cherry Scent, 12/Ct	CT	$0.91	$10.96
108	Wasp/Hornet Spray	Amrep Misty® Wasp and Hornet Killer, 13.5 oz.	EA	$4.32	$51.84
109	Wasp/Hornet Spray – 20 Ft Stream	Amrep Misty® Wasp and Hornet Killer, 13.5 oz.	EA	$4.32	$51.84
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	Sustainable Earth by Staples® Floor Stripper #82, 5 Gallon Pail	EA	$50.81	$50.81
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Ziploc Sandwich Bags, 50/Bx	BX	$4.21	$50.52
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Ziploc Sandwich Bags, 50/Bx	BX	$4.21	$50.52
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	Diversey Ziploc Double-Zipper Freezer Bag, 1 Gallon, 2.7 mil., Clear, 11"H x 10 1/2"W, 250/Ct	CT	$33.74	$33.74
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	Ziplock Storage Bags, 1 Quart, 7" x 8", 50/Bx	BX	$3.88	19.40
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	Diversey Ziploc Double-Zipper Freezer Bag, 1 Gallon, 2.7 mil., Clear, 11"H x 10	CT	$33.74	$33.74
116	Butcher Paper 24"		No-Bid		
117	Facial Tissue(Georgia Pacific) equal or better	Staples Brighton Professional FACIAL TISSUE FLAT CASE	CT	$0.75	$35.76
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal	Anchor Plastic Wrap, Clear, 12" x 1000' Roll	EA	$18.55	$18.55

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/16/13 10:30am Witnessed

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	Anchor Plastic Wrap, Clear, 12" x 1000' Roll	EA	$18.55	$18.55
120	Foam – Bows 6 oz. w/lids		No Bid		
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal	Alumax Aluminum Foil, 12" x 1,000' Roll	EA	$68.30	$68.30
122	Foil Wrap Potato (Reynolds) or equal		No Bid		
123	Laced Doilies (different sizes and types)		No Bid		
124	Menu Tissue 12 x 12		No Bid		
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	EasyNap® Embossed Dispenser Napkins, White, 250 Napkins/Pk, 24/Ct	CT	$2.36	$56.62
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray		No Bid		
127	Pan Liners – (Dispozo) 1,000 cs		No Bid		
128	Paper Bags #10 Brown (Duro) or equal		No Bid		
129	Paper Bags #4 Brown (Duro) or equal		No Bid		
130	Paper Bags #8 Brown (Duro) or equal		No Bid		
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal		No Bid		
132	Paper Bags 6lb. Brown 6BG (Duro) or equal		No Bid		
133	Paper Cups Portion 10 oz (Solo) equal or better		No Bid		
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	Staples Brighton Professional™ Perforated Towels, 11" x 8.5", 30 Rolls/CT	CT	$0.76	$22.73
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	Scott® JRT Jumbo Roll Bath Tissue, 2-Ply, White, 6/Ct	CT	$8.57	$51.39
136	Paper Towels Multi Fold	Staples Brighton Professional™ Multifold Towels, 1-Ply, White, 9.1" x 9.3", 4,000/PK	CT	$18.93	$18.93
137	Paper Towels Multi Folds White Bleached 9.25X9.5	Staples Brighton Professional™ Multifold Towels, 1-Ply, White, 9.1" x 9.3", 4,000/PK	CT	$18.93	$18.93
138	Paper Towels (GEP89460) En-motion high capacity – white 10X800 or equal	Georgia Pacific enMotion® Hardwound Towels, 1-Ply, White, 6/Ct	CT	$9.16	$54.94
139	Styrofoam Bowl -6 oz 1,00 case		No Bid		
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	Solo Foam Bowl, 12 oz., White, 125/Pk, 1,000/Ct	CT	$29.51	$29.51
141	Styrofoam Cup 8 oz. (8J8) or equal	Dart® Foam Cups, 8 oz., 1,000/Ct	CT	$20.69	$20.69
142	Styrofoam Cups oz. (UJ4) or equal	Dart CUP FOAM 4OZ 50PK	CT	$31.70	$31.70
143	Styrofoam Plates 6" Laminated	Dart PLATE FOAM 6 WHITE 1M	CT	$26.66	$26.66
144	Styrofoam Plates 6" Un-laminated	Dart PLATE FOAM 6 WHITE 1M	CT	$26.66	$26.66
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	Solo Foam Plate, 9 Diameter, White, 500/Ct	CT	$21.87	$21.87
146	Styrofoam Plates 9" Laminated	Solo Foam Plate, 9 Diameter, White, 500/Ct	CT	$21.87	$21.87
147	Styrofoam Plates 9" Un-laminated	Solo Foam Plate, 9 Diameter, White, 500/Ct	CT	$21.87	$21.87

EXHIBIT "B"
BID PAGE
REB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:00am witnessed

JANITORIAL & INDUSTRIAL SUPPLIES						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal		No Bid		
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	Staples Brighton Professional™ Jumbo Roll Bath Tissues, 2- Ply, 1,00' x 3.5", 12/CT	CT	$1.75	$20.94
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	Staples Brighton Professional™ Bath Tissue, 2- Ply, 500 Sheets/RL	CT	$0.41	$39.21
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	Staples Brighton Professional™ JRT Bath Tissue, 1-Ply, Nonperforated Roll, 2000',	CT	$2.21	$26.47
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	Staples MED DUTY PLASTIC FORK 1000/CT	CT	$14.53	$14.53
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	Staples MED DUTY PLASTIC FORK 1000/CT	CT	$14.53	$14.53
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	Staples MED DUTY PLASTIC FORK 1000/CT	CT	$14.53	$14.53
155	Utensils Forks Clear (1,000 ct)	Staples MED DUTY PLASTIC FORK 1000/CT	CT	$14.53	$14.53
156	Utensils Spoons Plastic (Solo) or equal	Staples MED DUTY PLASTIC SPOON 1000/CT	CT	$14.74	$14.74
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Staples MED DUTY PLASTIC SPOON 1000/CT	CT	$14.74	$14.74
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	Staples MED DUTY PLASTIC SPOON 1000/CT	CT	$14.74	$14.74
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	Staples MED DUTY PLASTIC SPOON 1000/CT	CT	$14.74	$14.74
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	BERK ENTERPRISES CUTLERY KIT - MEDIUM SET	CT	$14.66	$14.66
161	Vented Lid-Dart (12J12) or equal	Dart LID CUP LFT LOCK WE 1M/CT	CT	$23.66	$23.66
162	Vented Lid – Dart (8J8) or equal	Dart Lift N' Lock Lid Cup #8, White, 1000/Ct	CT	$16.26	$16.26
163	Wipers Workhorse Rags (Kimberly Clark) or equal	Staples ALL PURPOSE 9X16.5 WIPERS	CT	$42.78	$42.78
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	Staples MED DUTY 12.75X16 WIPERS	CT	$11.73	$11.73
165	Body Shampoo – Per Gallon	Dial® Body and Hair Shampoo, 1 Gallon, 4/Ct	CT	$11.86	$47.45
166	Deodorant –Hygiene		No Bid		
167	Lice Killer – Aerosol		No Bid		
168	Razors – Double Edged		No Bid		
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Rochester Midland Naturelle Feminine Napkins, #4, Regular, 250/Ct	CT	$38.57	$38.57
170	Sanitary Napkins Panty Liners	Rochester Midland Naturelle Feminine Napkins, #4, Ultra Thin, 200/Ct	CT	$32.39	$32.39
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	Rochester Midland Naturelle Feminine Napkins, #4, Regular, 250/Ct	CT	$38.57	$38.57
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal	Rochester Midland Naturelle Feminine Napkins, #4, Regular, 250/Ct	CT	$38.57	$38.57
173	Shaving Cream		No Bid		
174	Toothbrush Firm – Specify Size		No Bid		

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 Witnessed

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CAS
175	Toothbrush Medium Specify Size		No Bid		
176	Toothbrush Soft Specify Size		No Bid		
177	Toothpaste Std Size, Specify Size		No Bid		
178	Toothpaste Travel Size, Specify Size		No Bid		
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	Staples Brighton Professional FLOORPAD 20IN TANNATRL BLAN 5/CT	CT	$3.23	$16.16
180	Buffing Pads 17" White	Staples Brighton Professional BUFFING FLOOR PAD RED 17 IN 5/CT	CT	$2.34	$11.71
181	Buffing Pads 20" White	Staples Brighton Professional BUFFING FLOOR PAD RED 20 IN 5/Ct	CT	$3.03	$15.16
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	Windsor EXHAUST FILTER XP12 SR12 1PK	EA	$1.13	$13.56
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	WINDSOR SNESOR MICRO FILTR 1PK	EA	$7.42	$89.04
184	Stripping Pads 17" Black	Staples Brighton Professional STRIPPING FLOOR PAD BKL 17IN 5/CT	CT	$2.93	$14.64
185	Stripping Pads 20" Black	Staples Brighton Professional STRIPPING FLOOD PAD BLK 20IN 5/Ct	CT	$3.74	$18.68
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	WINDSOR SENSOR VERS MICRO BG10	PK	$10.13	$10.13
187	Gloves - Food Service Large Clear (Brand Name)	Tradex FOOD SERVICE GLOVES CLEAR LG 1000/BX	BX	$4.35	$43.50
188	Gloves – Food Service – Medium clear (Brand Name)	Tradex FOOD SERVICE GLOVES CLEAR MED 1000/BX	BX	$4.35	$43.50
189	Gloves Latex Small Disposable (Ansell)Yw or equal	Tradex LATEX DISP GLOVE PWDR SMALL 1000/CT	CT	$40.26	$40.26
190	Gloves Latex Large Disposable	Tradex LATEX DISP GLOVE PWDR LARGE 1000/CT	CT	$40.26	$40.26
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Tradex LATEX FLOCKLINED GLOVE LARGE 12/DZ	DZ	$6.22	$0.00
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	Tradex LATEX FLOCKLINED GLOVE MEDIUM 12/DZ	DZ	$6.22	$0.00
193	Gloves Latex Medium Disposable (Ansell) or equal	Tradex LATEX DISP GLOVE PWDR MD 1000/CT	CT	$40.26	$40.26
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	Tradex LATEX FLOCKLINED GLOVE SMALL 1000/CT	DZ	$6.22	$0.00
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Tradex NITRILE DISP GLOVE PWDR XL 1000/CT	CT	$51.95	$51.95
196	Body Towels Standard Size		No Bid		
197	Hand Towels Standard Size		No Bid		
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	Brighton Professional™ High Density Coreless Roll Can Liners, 40-45 Gallon, 16 Micron,	CT	$28.16	$28.16
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	Brighton Professional™ High Density Coreless Roll Can Liners, 12-16 Gallon, 6 Micron,	CT	$19.69	$19.69
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	Brighton Professional™ High Density Coreless Roll Can Liners, 20-30 Gallon, 12 Micron,	CT	$24.38	$24.38
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Brighton Professional™ High Density Coreless Roll Can Liners, 33 Gallon, 16 Micron, Natural,	CT	$19.40	$19.40
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	Brighton Professional™ High Density Coreless Roll Can Liners, 12-16 Gallon, 8 Micron,	CT	$26.22	$26.22

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QT	UNIT PRIC	PRICE PER
203	Toilet Brushes (Standard Size) Plastic	Rubbermaid Toilet Bowl Brush, Plastic Handle, White, 14 1/2"	EA	$2.08	$24.96
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	Rubbermaid Toilet Bowl Brush, Plastic Handle, White, 14 1/2"	EA	$2.08	$24.96
205	Weed Killer (Round Up) or equal		No Bid		
206	Weed Killer 55 Gallon concentrated – Specify Dilution		No Bid		
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal		No Bid		
208	Sprayer (Trigger/Nozzles Only) red & white	Unisan Trigger Sprayer, 9 1/2" Long, For 32 oz. Bottles	EA	$0.56	$6.72
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	KIKI BLEACH PURE BRIGHT 1 GAL 4/CT	CT	$2.05	$8.21
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	KIKI BLEACH PURE BRIGHT 1 GAL 4/CT	CT	$2.05	$8.21
211	Bio-Hazard Bag Red 40 X 48 3 mil		No Bid		
212	Disinfectant Wipes (Lysol) or equal	Staples® Disinfecting Wipes, Fresh Air Scent, 75 Wipes/Pk	PK	$2.68	$32.16

*Please see the following page for Acknowledgement Form/Bidder Information

OPENED
10/9/13
10:00am
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

JAN 30 2013

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2013

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: Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: (ATL) Diane Stalcup PHONE (A/C, No, Ext): 678-539-4877 FAX (A/C, No): 678-539-4890 E-MAIL ADDRESS: dstalcup@beechercarlson.com
INSURED Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE American Insurance Company — 22667 INSURER B: ACE Property & Casualty — 20699 INSURER C: Indemnity Insurance of North America — 43575 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15307168 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 ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC			HDO-G2056157-9	2/1/2013	2/1/2014	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 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			ISA-H0796283-6	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			XOO-G27048584	2/1/2013	2/1/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR-C4312046-3(AZ,CA,MA) SCF-C4312050-5(WI) WCU-C4312053-0 (OH) WLR-C4312044-A(AOS)	2/1/2013 2/1/2013 2/1/2013 2/1/2013	2/1/2014 2/1/2014 2/1/2014 2/1/2014	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is included as Additional Insured to the extent they have a written contract and follow all other terms and conditions within the insurance contract.

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo 100 E. Cano 5th Floor, Administration Bldg Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (ATL) Robert W. Hessel

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AGENCY CUSTOMER ID: 39

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY	NAMED INSURED
Beecher Carlson Insurance Services	Staples, Inc. and the attached Named Insureds 500 Staples Drive Framingham MA 01702
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: County of Hidalgo

ADDRESS: 100 E. Cano 5th Floor, Administration Bldg Edinburg TX 78539

INSURED: Staples, Inc.
POLICY PERIOD: 2/1/13 - 2/1/14

NAMED INSUREDS:

Staples the Office Superstore East, Inc.

Staples the Office Superstore LP

Staples Contract & Commercial, Inc., including:
- Staples National Advantage
- Business Interiors by Staples (fka Corporate Express Business Interiors)
- Coastwide Laboratories, Inc.
- Staples Promotional Products (fka Corporate Express Promotional Marketing, Inc.)
- Kross Outfitters
- Corporate Express Imaging & Computer Graphic Supplies
- Any other entity formerly known as Corporate Express
- Staples Technology Solutions.com
- Staples Enterprise Advantage
- Staples Business Advantage
- Staples Advantage
- Staples Industrial

Quill Corporation
- MAP (Medical Arts Press, Inc.)

Schoolkids.com, Inc.

Smilemakers, Inc.

Thrive Networks, Inc.

Corporate Express Document & Print Management, Inc.

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ATTACHMENT

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
September 11, 2013
1:00 P.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Commissioners' Courtroom of the Administration Building, 100 E. Cano, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

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

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2013 Intradepartmental transfers:**

A. **AI-40610** 2013 - Pct. 1 Rd. Maint. (1200)

B. **AI-40477** 2013 – Pct. #1 Administration (1200)

C. **AI-40483** 2013 – Pct.#1 Administration (1200)

D. **AI-40486** 2013 - Pct. #1 Parks (1100)

E. **AI-40563** 2013 - Pct. 1 Sanitation (1100)

F. **AI-40588** 2013 - Pct. 2 CO 2010 A&B (1342)

G. **AI-40595** 2013 - Pct. 2 CRC S. Tower (1100)

H. **AI-40590** 2013 - Pct. 2 - County Wide Mechanic Shop (1200)

A. **AI-40515** Self-Insured (2202)
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 08/16-31/2013 in the amount of $ 58,165.90 and requesting approval of wire transfer.

B. **AI-40576** General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Adm.-Contingency account.

8. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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-40421** Acceptance of donation of assets in Exhibit A by Urban County. Supporting documentation attached.

B. **AI-40424** Approval of Invoice #13068 in the amount of $6,163.89 from Javier Hinojosa Engineering, contracted engineer for "Steward Road Drainage Outfall."

C. **AI-40432** Requesting authority to purchase 12 months of maintenance through a purchase order not executed agreement for the following with Canon Solutions America, Inc. through requisition #240776 for the total of $235.99/month. Effective: Upon approval (3-1100-415-00-200-002-0-432).

D. **AI-40433** APPROVED
Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, contract etc.,) as attached hereto for project; Janitorial Supplies & Industrial Chemical Supplies - RFB No 2013-147 including the re-advertising of project in the event that no bids are received and/or rejected and project is still required.

E. **AI-40442** Requesting authority to enter into a renewal with IBM for service/maintenance and authority to execute required agreement with an automatic extension to cover (5) five years starting 10/1/2013 - 9/30/2018 with IBM Corporation through a requisition #240926 in the total of $2,620.83 for the remainder of 2013 (October 1, 2013 through December 31, 2013).

F. **AI-40451** Requesting authority to purchase a renewal for help desk support center/remote support of Software Subscription License through a purchase order with company's response as to acceptance of purchase order not executed agreement, with bigWebApps effective 08-01-2013 to 07-31-2014 through requisition #240538 for the following:

Department	Yearly Fee	Account Number
(I. T.) Information Technology	$5,952.95	3-1100-415-00-200-002-0-336

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
March 18, 2014
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

1. **AI-43638** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A. **AI-43434** 2014 - Constable Pct. #1 (1100)

B. **AI-43442** 2014 - Tax Office (1100)

C. **AI-43506** 2014 - Pct. #1 Admin (1200)

D. **AI-43605** 2014 - Pct.#1 R&B (1200)

E. **AI-43493** 2014 - Pct. #3 Sanitation (1100)

F. **AI-43560** 2014 - Pct. #4 Parks (1100)

G. **AI-43597** 2014 - Pct. 4 CO2010A&B- Restitution-1124 M Rd (1342)

H. **AI-43558** 2014 - Pct. #4 Rd. Maint. (1200)

A. **AI-43501** Right of Way:
Raba-Kistner Consultants, Inc.
Vertical borings along various county roads within Pct. 3 and Pct. 4 (Sprague Sewer Economically Distressed Areas Program (EDAP) Project.)

6. **Tax Refunds:**

A. **AI-43429**

Account Number	Payer	Amount
E2300.00.001.0002.02	Jaime A. Gonzalez Jr.	$2,558.43
F4200.00.000.0015.00	Buentello Properties Llc	$3,148.99
F6030.03.000.0003.00	Inter National Bank	$11,421.00
H3400.00.004.0010.00	Sierra Title of Hidalgo County Inc.	$4,584.61
H3500.00.004.0010.00	Sierra Title of Hidalgo County Inc.	$4,304.82
L3100.02.000.0018.00	Wells Fargo	$3,254.30
P8340.00.000.0030.00	Ochoa Vicente & Delia V	$2,648.69
T2500.00.002.0000.00	Wayne W. & Nancy K. Gapsiewicz	$12,229.21
T2500.00.003.0000.00	Wayne W. & Nancy k. Gapsiewicz	$5,778.66
T5443.00.000.0090.00	Corelogic	$3,209.52
T7365.1A.000.165A.00	Wells Fargo	$2,669.81
T7365.1A.000.165A.00	Wells Fargo	$2,673.73

B. **AI-43441**

Account Number	Payer	Amount
D2060.00.000.0024.00	Quantum Servicing Corporation	$4,032.77
M2350.01.000.0012.00	Dur Properties Llc	$2,897.13

7. **Membership Dues:**

A. **AI-43448** Sheriff's Department (1100):
Requesting approval of 2014 membership dues payment to the Texas Criminal Justice Information User's Group for Communications Supervisors Leticia Garcia and Corina Villanueva in the amount of $35.00 each. (req. # 252978)

8. **Urban County:**

A. **AI-43466** Request for approval of two (2) applicants in the Countywide Area and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

9. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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-43624** Approval of Request for Payment-Application No. 4 in the amount of $232,191.40 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.

B. **AI-43592** Requesting approval to pay the Pharr Police Department for the following burglary/robbery permit fees for Hidalgo County Precinct 2, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

Invoice No.	Invoice Amount
221659	$30.00
220709	$150.00
223700	$30.00
	Total Amount: $210.00

C. **AI-43614** Acceptance and approval of **Work Authorization No. 4** in the amount of **($ 23,853.69)** submitted by **L&G ENGINEERING LABORATORY** contracted engineering firm for "professional laboratory services" or (On Call) “Geo Technical & Construction Materials Testing Services” for projects located within Hidalgo County Precinct #4, under Contract# C-13-220-08-13 - **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES) FOR THE SUNFLOWER PARK (ONSITE) PROJECT AT PRECINCT 4.**

D. **AI-43370** Requesting approval to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Agustin Gomez for "Waste Water Management System", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

E. **AI-43395** Requesting approval on the following additions and/or deletion for awarded item(s) on project 2013-147- Janitorial Supplies and Industrial Chemicals & Supplies - presented for award on AI #41543 on November 10, 2013.

APPROVED

1. Deletion of Item # 190 and 193 Gloves Latex Large and Medium Disposable from awarded vendor Sysco Central Texas on C-13-147B-11-19 due to wrong item quoted therefore not meeting specifications.

2. Addition of Items #190 and 193 Gloves Latex Large and Medium Disposable to PFS - Victoria c/o Performance Food Group, Inc. on C-13-147D-11-19 the next lowest vendor meeting all specifications.

APPROVED

AI-43395 **Purchasing Department** **9. E.**

CC CONSENT

Meeting Date: 03/18/2014

Submitted For: MARTHA L. SALAZAR Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval on the following additions and/or deletion for awarded item(s) on project 2013-147-Janitorial Supplies and Industrial Chemicals & Supplies - presented for award on AI #41543 on November 10, 2013.

1. Deletion of Item # 190 and 193 Gloves Latex Large and Medium Disposable from awarded vendor Sysco Central Texas on C-13-147B-11-19 due to wrong item quoted therefore not meeting specifications.

2. Addition of Items #190 and 193 Gloves Latex Large and Medium Disposable to PFS - Victoria c/o Performance Food Group, Inc. on C-13-147D-11-19 the next lowest vendor meeting all specifications.

BACKGROUND

This agenda item has no fiscal impact.

Attachments

Minutes-11-19-2013

AGENDA

Sysco-w/Deleted Items

PFG List w/items added

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/12/2014 03:43 PM
Budget & Management	Debbie Tamez	03/13/2014 09:25 AM
Auditor's Office	Monica Badillo	03/14/2014 05:00 PM

Form Started By: Yolanda Velasquez Started On: 02/28/2014 11:49 AM

Final Approval Date: 03/14/2014

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
SYSCO CENTRAL TEXAS

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	TOTAL PRICE
27	Dishwashing Liquid 32 oz (Dawn) or equal	Dawn D	6/32oz	48538	27.88
28	Dishwashing Liquid 42 oz (Dawn) or equal	Dawn D	8/38oz	48538	33.15
83	Purell Hand Sanitizer Refill (GOJ545604) or equal	Ecolab	20 ea	48514	4.15
85	Saddle Bag (SB8.5 Clr6.5x7) or equal	Sysco	2000/6.5x7	48588	11.03
86	Scouring Sponges Yw/Green Standard Size 3M/equal	Scthbrt	1/20ct	48588	9.53
100	Toilet Seat covers	Hospeco	4/250ct	48546	15.44
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	Carlist		48594	22.98-Can
		Carlist		48594	10.97-Lid
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal)	Elkay	500	64008	20.06
116	Butcher Paper 24”	Packer	1/18”	64045	22.45
118	Film Wrap 18” Heavy Duty 2,000 ft (Reynolds) or equal	Sysco	1/18”	64060	14.47
120	Foam – Bowls 6oz w/lids	Dart	10/100	64060	27.47Bowl
		Dart	10/100	64060	17.18Lid
122	Foil Wrap Potato (Reynolds) or equal	Sysco	6/500ct	64080	47.32
123	Laced Dollies (different sizes and types)	Sys Cls	2254043	64050	27.00
126	Pactiv or equal 9x6 5.2.75 foam Hinged Tray	Pactiv	2/75ct	64060	12.25
130	Paper Bags #8 Brown (Duro) or equal	Sysco	500	64015	11.27
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Sysco	500	64015	34.46
132	Paper Bags 6lb. Brown 6 BG (Duro) or equal	Sysco	500	64015	9.54
139	Styrofoam Bowl – 6oz-1,000 case	Dart	20/50ct	64060	27.41
140	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	Sy Rel	8/125ct	64060	16.54
141	Styrofoam Cup 8 oz. (8J8) or equal	Dart	40/25ct	64060	16.90
142	Styrofoam Cups oz (UJ4) or equal	Sys Rel	4/125ct	64060	15.40
143	Styrofoam Plates 6” Laminated	Sys Cls	8/125ct	64060	18.27
144	Styrofoam Plates 6” Un-laminated	Sys Rel	8/125ct	64060	14.12
145	Styrofoam Plates 9” Divided (Mobil TJ1-00110 or equal	Sys Rel	4/125ct	64060	13.45
146	Styrofoam Plates 9” Laminated	Sys Cls	4/125ct	64060	20.39
147	Styrofoam Plates 9” Un-laminated	Sys Rel	4/125ct	64060	13.45
148	Styrofoam Tray Hinges 9x9x3 3-Compartment w/Lid (Pactiv YDT 19903(150 cs or equal	Pactiv	150cs	64060	11.75
153	Utensils-Forks Plastic Dispozo-Medium 1,000 cs (WMF) or equal	Nutrbon	1000ct	64060	6.88
154	Utensils-Forks Plastic Medium Wight White 1,000 ct (Solo or equal)	Solo	1000ct	64060	6.88
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Sys Rel	1000ct	64060	9.47
158	Utensils Spoons Plastic Dispozo medium WMS (1,000 ct or equal)	Nutrbon	1000ct	64060	6.88
159	Utensils Spoons Plastic Medium Weight White (1,000ct)	Sys Rel	1,000ct	64060	9.47
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Nutrbon	250ct	64060	14.14
161	Vented Lid-Dart (12J12) or equal	Dart	10/100ct	64060	12.72
162	Vented Lid – Dart (8J8) or equal	Dart	10/1000	64060	10.03
189	Gloves latex Small Disposable (Ansell) Yw or equal	Sys Cls	10/100ct	20142	13.37
~~190~~	~~Gloves LatexaLarge Disposable~~ **REMOVE WRONG ITEM QUOTED**	~~Sys Cls~~	~~10/100ct~~	~~20142~~	~~13.39~~
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Sys Cls	4/100ct	20142	18.52
192	Gloves Latex Medium Non Disposable Yw Ansell or equal	Sys Cls	4/100ct	20142	18.49
~~193~~	~~Gloves Latex Medium Ansell or equal~~ **REMOVE WRONG ITEM QUOTED**	~~Sys Cls~~	~~4/100ct~~	~~20142~~	~~13.37~~
194	Gloves Latex Small Non Disposable Yellow Ansell or equal	Sys Cls	4/100ct	20142	18.49
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	JB Select	4/250ct	20141	52.89

REQUIREMENTS AGREEMENT
C-13-147B-11-19

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19th day of November, **2013** by and between **Sysco Central Texas, INC.,** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **January 01, 2014** and expire on **December 31, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 302 West University Drive Edinburg, Texas 78539
If to Seller:	Sysco Central Texas, INC. Attn. Mike Fuller 1260 Schwab Rd New Braunfels, Texas 78132

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11/19/13 RO

COMPANY: Sysco Central Texas, Inc.
By:_____
Printed Name: MIKE FULCHER
Title: SVP SALES

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
SYSCO CENTRAL TEXAS

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	TOTAL PRICE
27	Dishwashing Liquid 32 oz (Dawn) or equal	Dawn D	6/32oz	48538	27.88
28	Dishwashing Liquid 42 oz (Dawn) or equal	Dawn D	8/38oz	48538	33.15
83	Purell Hand Sanitizer Refill (GOJ545604) or equal	Ecolab	20 ea	48514	4.15
85	Saddle Bag (SB8.5 Clr6.5x7) or equal	Sysco	2000/6.5x7	48588	11.03
86	Scouring Sponges Yw/Green Standard Size 3M/equal	Scthbrt	1/20ct	48588	9.53
100	Toilet Seat covers	Hospeco	4/250ct	48546	15.44
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	Carlist		48594	22.98-Can
		Carlist		48594	10.97-Lid
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal)	Elkay	500	64008	20.06
116	Butcher Paper 24"	Packer	1/18"	64045	22.45
118	Film Wrap 18" Heavy Duty 2,000 ft (Reynolds) or equal	Sysco	1/18"	64060	14.47
120	Foam – Bowls 6oz w/lids	Dart	10/100	64060	27.47Bowl
		Dart	10/100	64060	17.18Lid
122	Foil Wrap Potato (Reynolds) or equal	Sysco	6/500ct	64080	47.32
123	Laced Dollies (different sizes and types)	Sys Cls	2254043	64050	27.00
126	Pactiv or equal 9x6 5.2.75 foam Hinged Tray	Pactiv	2/75ct	64060	12.25
130	Paper Bags #8 Brown (Duro) or equal	Sysco	500	64015	11.27
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Sysco	500	64015	34.46
132	Paper Bags 6lb. Brown 6 BG (Duro) or equal	Sysco	500	64015	9.54
139	Styrofoam Bowl – 6oz-1,000 case	Dart	20/50ct	64060	27.41
140	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better	Sy Rel	8/125ct	64060	16.54
141	Styrofoam Cup 8 oz. (8J8) or equal	Dart	40/25ct	64060	16.90
142	Styrofoam Cups oz (UJ4) or equal	Sys Rel	4/125ct	64060	15.40
143	Styrofoam Plates 6" Laminated	Sys Cls	8/125ct	64060	18.27
144	Styrofoam Plates 6" Un-laminated	Sys Rel	8/125ct	64060	14.12
145	Styrofoam Plates 9" Divided (Mobil TJ1-00110 or equal	Sys Rel	4/125ct	64060	13.45
146	Styrofoam Plates 9" Laminated	Sys Cls	4/125ct	64060	20.39
147	Styrofoam Plates 9" Un-laminated	Sys Rel	4/125ct	64060	13.45
148	Styrofoam Tray Hinges 9x9x3 3-Compartment w/Lid (Pactiv YDT 19903(150 cs or equal	Pactiv	150cs	64060	11.75
153	Utensils-Forks Plastic Dispozo-Medium 1,000 cs (WMF) or equal	Nutrbon	1000ct	64060	6.88
154	Utensils-Forks Plastic Medium Wight White 1,000 ct (Solo or equal)	Solo	1000ct	64060	6.88
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Sys Rel	1000ct	64060	9.47
158	Utensils Spoons Plastic Dispozo medium WMS (1,000 ct or equal)	Nutrbon	1000ct	64060	6.88
159	Utensils Spoons Plastic Medium Weight White (1,000ct)	Sys Rel	1,000ct	64060	9.47
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Nutrbon	250ct	64060	14.14
161	Vented Lid-Dart (12J12) or equal	Dart	10/100ct	64060	12.72
162	Vented Lid – Dart (8J8) or equal	Dart	10/1000	64060	10.03
189	Gloves latex Small Disposable (Ansell) Yw or equal	Sys Cls	10/100ct	20142	13.37
190	Gloves LatexaLarge Disposable	Sys Cls	10/100ct	20142	13.39
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Sys Cls	4/100ct	20142	18.52
192	Gloves Latex Medium Non Disposable Yw Ansell or equal	Sys Cls	4/100ct	20142	18.49
193	Gloves Latex Medium Ansell or equal	Sys Cls	4/100ct	20142	13.37
194	Gloves Latex Small Non Disposable Yellow Ansell or equal	Sys Cls	4/100ct	20142	18.49
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	JB Select	4/250ct	20141	52.89

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal 1376805 20 ct	3M	1	$0.4620	$9.24
2	3M Griddle Screens 10 per pack (200) or equal 5793971 10/20 ct	3M	1	$0.2510	$50.21
3	Air Freshener — Aerosol Asst Scents 0185278 6/7.9 oz 0185266 6/7.9 oz	Sys Rel	1	$6.0880	$36.53
4	Air Freshener —Time Mist Asst Scents 6.6 oz No Bid			No Bid	
5	Ant & Roach Spray odorless 1303581 6/15 oz	Keystone	1	$8.0210	$48.13
6	Ant & Roach Spray odorless to contain deltametrin No Bid			No Bid	
7	Bowl Cleaner — Liquid (Non Acid) EPA Registered 7637430 6/32 oz			$4.6930	$28.16
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered No Bid			No Bid	
9	Bowl Mops (Rayon) or equal 9407263 1/ea	Con Mfg	1	$0.9600	$0.96
10	Brooms (Plastic Angle) or equal 1341197 1/54 in	Sysco	1	$15.9000	$15.90
11	Brooms —Janitorial Straw 4194908 6/32 lb	Sysco	1	$7.1480	$42.89
12	Brooms Maids Straw (Waco) or equal 4180642 6 ea	Sysco	1	$3.1880	$19.13
13	Carpet Shampoo — Liquid Ammonia B33 No Bid			No Bid	
14	Carpet Powder & Deodorizer No Bid			No Bid	
15	Carpet Shampoo Liquid No Bid			No Bid	
16	Carpet Spot Remover 32 oz No Bid			No Bid	
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal No Bid			No Bid	
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal No Bid			No Bid	
19	Cleaner Oven 24 oz. Foam Cleaner 4127627 6/24 oz	Easy Off	1	$5.0110	$30.07
20	Cleaner Stainless Steel waterless based No Bid			No Bid	
21	Continental 18" rubber floor squeegees (1800) or equal 6876262 1/18 in	Carlisle	1	$25.3900	$25.39
22	Continental 24: rubber floor squeegee (2400) or equal 5661665 1/24 in	Carlisle	1	$25.3900	$25.39
23	Degreaser — 55 gallon No Bid			No Bid	
24	Detergent — Colgate Palmolive Dishwashing — 12/32 or equal 4467353 4/1 gal	Palmolive	1	$12.3050	$49.22
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box 4102141 1/50 lb	Crmsuds	1	$88.6400	$88.64
26	Dishwashing Capsules — US Chemicals 6/8 lb. (failsafe) or equal 8265585 4/9 lb	Ecolab	1	$22.1600	$88.65
27	Dishwashing Liquid 32 oz. (Dawn) or equal 2035434 6/32 oz	Dawn D	1	$4.6466	$27.88
28	Dishwashing Liquid 42 oz. (Dawn) or equal 6483853 8/38 oz	Dawn D	1	$4.1475	$33.18
29	Disinfectant & Deodorizer Cleaner Aerosol 8549935 6/14 oz	Keystone	1	$4.8033	$28.82
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal 7681797 4/1 gal	Keystone	1	$6.8175	$27.27

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal 8409230 4/1 gal	Sys Rel	1	$6.3075	$25.23
32	Disinfectant Deodorant Spray — Hospital (Tuberculicial Rated) 6194005 2/2 ltr	Ecolab	1	$42.9950	$85.99
33	Disinfectant Deodorant Spray Aerosol — Hospital (1 Minute Kill time) 8549935 6/14oz	Keystone	1	$4.8033	$28.82
34	Disinfectant Deodorant Spray Hospital 8549935 6/14 oz	Keystone	1	$4.8033	$28.82
35	Disinfectant Foam Cleaner — Hospital 8577217 6/19 oz	Keystone	1	$4.9650	$29.79
36	Disinfectant —Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent 5402361 2/1.3 L	Ecolab	1	$19.3750	$38.75
37	Disinfectant/Deodorant Spray — Diversely 12/15oz (Endbac I) or equal 8549935 6/14 oz	Keystone	1	$4.8033	$28.82
38	Dispenser - Air Freshener Time Mist 0906234 1/ea	Sys Rel	1	$23.3400	$23.34
39	Dispenser —Roll Paper Towel — Lever or Crank (Metal or Plastic) 5854336 1/ea	Sysco	1	$35.0400	$35.04
40	Dispensers- Liquid Hand Soap (Bulk Soap) 1239755 1/ea	Impact	1	$16.6800	$16.68
41	Dispensers- Paper Towels Multi Folds Universal (Metal) 7050388 1/ea	Sanj Mar	1	$34.8200	$34.82
42	Dispensers — Paper Towels Multi Folds Universal (Plastic) 7050388 1/ea	Sanj Mar	1	$34.8200	$34.82
43	Dust Cloths (Disposable)Yw No Bid			No Bid	
44	Dust Cloths — Non Disposable No Bid			No Bid	
45	Dust Mop 24"x3 Disposable No Bid			No Bid	
46	Dust Mop 24" X 5 Non Disposable 6052211 1/Set	Sysco	1	$33.1100	$33.11
47	Dust Mop 24" x 3 Non Disposable No Bid			No Bid	
48	Dust Mop 24" x 5 Disposable No Bid			No Bid	
49	Dust Mop Frames 24 x5 No Bid			No Bid	
50	Dust Mop Handles —Swivel Snap On No Bid			No Bid	
51	Dust Mop Treatment (Aerosol) No Bid			No Bid	
52	Dust Mop Treatment TRU Equal No Bid			No Bid	
53	Dust Pan Metal — Lobby or equal 5653860 1/16"	Con Mfg	1	$10.6200	$10.62
54	Dust Pan Plastic — Lobby or equal 7378989 1/ea	Sysco	1	$13.3600	$13.36
55	Enzyme Deodorizers — per gallon Liquid 6962730 6/24 oz	Ecolab	1	$15.1966	$91.18
56	Feather Duster Extensions 12 ft No Bid			No Bid	
57	Feather Duster Extensions 8ft No Bid			No Bid	
58	Feather Dusters 21 inch Ostrich or Equal No Bid			No Bid	
59	Feather Dusters 26 inch Ostrich or Equal No Bid				

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner — Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal 5076708 1/5 gal	Sysco	1	$54.2900	$54.29
61	Floor Cleaner — Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal No Bid			No Bid	
62	Floor Finish/Wax — Diversey 5 Gal (Vectra5) or equal No Bid			No Bid	
63	Furniture Polish Aerosol 8509364 6/17 oz	Keystone	1	$4.5916	$27.55
64	Glass Cleaner —Liquid Concentrate (Spartan) or equal 1587120 1/2.5 gal	Ecolab	1	$65.1500	$65.15
65	Glass Cleaner RTU — 32 oz. (Spartan) or equal 7682790 4/32 oz	Keystone	1	$4.4825	$17.93
66	Hand Cleaner — Waterless 5156740 4/1 gal	Ecolab	1	$35.4250	$141.70
67	Hanging Toilet Bowl Blocks 8409298 12/100 g	Keystone	1	$2.1091	$25.31
68	Heavy Duty Laundry Detergent (for Commercial Laundry System) 8412142 1/25 lb	Sys Rel	1	$28.6700	$28.67
69	Janitorial Cart w/Yellow Vinyl Bag —Rubbermaid (6173) or equal No Bid			No Bid	
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal 8011112 1/35 qt	Rubbermaid	1	$86.7300	$86.73
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal 6760623 1/54"	Sysco	1	$25.7400	$25.74
72	Mop Handles Wood 54" Junior 4180147 6/60"	Sysco	1	$8.5416	$51.25
73	Mop Head Cotton — Size 16 oz 4179172 1/3ct	Sysco	1	$3.7133	$11.14
74	Mop Head Cotton - Size 24 oz 4179339 1/3 ct	Sysco	1	$5.3233	$15.97
75	Mop Head Cotton —Size 32 oz. 4179347 1/3 ct	Sysco	1	$7.0067	$21.02
76	Mop Head Rayon —Size 16 oz. 3562212 1/3 ct	Sysco	1	$7.6633	$22.99
77	Mop Head Rayon — Size 24 oz. No Bid			No Bid	
78	Mop Head Rayon — Size 32 oz. No Bid			No Bid	
79	Mosquito Repellent Lotion No Bid			No Bid	
80	Mosquito Repellent Spray 1303581 6/15 oz	Keystone	1	$8.0216	$48.13
81	Odor Eliminator — Non Aerosol 7681531 6/32 oz	Keystone	1	$5.8566	$35.14
82	Premium Foam Antibacterial Soap Refill (G0.1536202) or equal 5156740 4/1 gal	Ecolab	1	$35.3125	$141.25
83	Purell Hand Sanitizer Refill-G0J545604 or equal 0127690 20/ea	Ecolab	1	$0.2075	$4.15
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal 5793963 12 8x4 in	Sysco	1	$1.7583	$21.10
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal 4022307 2000/6.5x7	Sysco	1	$0.0055	$11.03
86	Scouring Sponges Yw/Green Standard Size 3M/equal 3952330 1/20 ct	Scthbrt	1	$0.4765	$9.53
87	Scrubbing Cleansers — 21 oz (Comet) or equal 8435178 24/21 oz	Comet C	1	$1.2433	$29.84
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal 5156740 4/1 gal			$15.0300	$60.15
89	Soap Anti Bacterial — Bar 3.5 oz (1,000per case) No Bid			No Bid	
90	Soap Bar — 75 oz. — (1,000 per case) No Bid			No Bid	

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand — Liquid — (Bag in Box) 7990278 6/800 ML	Sysco	1	$6.0050	$36.03
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (0T15QT) or equal 2977221 6/32 oz	Ecolab	1	$5.2800	$31.73
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal 5156740 4/1 gal	Ecolab	1	$15.0300	$60.15
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal No Bid			No Bid	
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal 7637430 6/32 oz	Keystone	1	$4.6666	$28.00
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal 8549935 6/14 oz	Keystone	1	$4.7716	$28.63
97	Spray Bottles —24 oz empty bottles or equal 7042494 3/24 oz	Con Mfg	1	$1.4766	$4.43
98	Spray Bottles —32 oz empty bottles (bottleqt) or equal 5881954 1/32 oz	Con Mfg	1	$0.8300	$0.83
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue) 4993130 1/ea	George P	1	$13.7900	$13.79
100	Toilet Seat Covers 5651486 4/250 ct	Hospeco	1	$0.0154	$15.44
101	Trash Can 55 Gal —XX Large 28x58 1.5 mil 8291011 100/55-60G	BryPlas	1	$0.3587	$35.87
102	Trash Cans & Lids 16 Gal No Bid			No Bid	
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal 0720138 1/32 gal Lid - 5986346	Sysco/Carlisl	1	$22.98 $10.97	$22.98 $10.97
104	Trash Cans —10 Gal No Bid			No Bid	
105	Urinal Block w/Screens 8409298 12/100g	Keystone	1	$2.1216	$25.46
106	Urinal Blocks (Blocks Only) No Bid			No Bid	
107	Urinal Deodorant Screens —Screens Only No Bid			No Bid	
108	Wasp/Hornet Spray No Bid			No Bid	
109	Wasp/Hornet Spray —20 Ft Stream No Bid			No Bid	
110	Wax Stripper Floor Finish Liquid — High Speed (Vectea)(Johnson & Johnson) or equal No Bid			No Bid	
111	Baggies 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal No Bid			No Bid	
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal 5161591 2000/ea	Hangard	1	$0.0059	$11.87
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal 0770701 250/ea	Elkay	1	$0.1021	$25.52
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal 0770685 500 ea	Elkay	1	$0.0401	$20.06
115	Baggies Freezer Bags 10x11 —200 ct (Quick Seal) or equal No Bid			No Bid	
116	Butcher Paper 24" 8852618 1/18"	Packer	1	$22.4500	$22.45
117	Facial Tissue(Georgia Pacific) equal or better 0725481 36/96 ct	George P	1	$1.4531	$52.31
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal 7435266 1/18"	Sysco	1	$14.4700	$14.47

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

Janitorial & Industrial Supplies						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 — Heavy Duty (Reynolds) or equal 7435290 1/18 in	Sysco	1	$36.7600	$36.76
120	Foam — Bows 6 oz. w/lids 6526412 20/50 ct w/lid 4245882 10/100	Dart	1	$0.2747 $0.001718	$27.47 $17.18
120alt	Foam — Bows 6 oz. w/lids 4125167 20/50 ct	Dart	1	$0.2416	$24.16
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal 4367819 1/18"	Reynolds	1	$44.4900	$44.49
122	Foil Wrap Potato (Reynolds) or equal 6938500 6/500 ct	Sysco	1	$0.0158	$47.32
123	Laced Doilies (different sizes and types) 2254043, 2254464, 2253771 1/1000	Sys Cls	1	$0.027 $0.03296 $0.01777	$27.00 $32.96 $17.77
124	Menu Tissue 12 x 12 1235498 10/1000	Sysco	1	$0.0090	$89.72
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal 7313846 8/375 CT	Syc Cls	1	$0.0142	$42.45
126	Pactiv —or equal — 9x6 5.2.75 foam hinged Tray 7882820 2/75 ct	Pactiv	1	$0.0817	$12.25
127	Pan Liners — (Dispozo) 1,000 cs No Bid			No Bid	
128	Paper Bags #10 Brown (Duro) or equal 5113428 2/500 ct	Sysco	1	$0.0265	$26.46
129	Paper Bags #4 Brown (Duro) or equal No Bid			No Bid	
130	Paper Bags #8 Brown (Duro) or equal 1594114 500/ea	Sysco	1	$0.0225	$11.27
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal 2228623 500/ea	Sysco	1	$0.0689	$34.46
132	Paper Bags 61b. Brown 6BG (Duro) or equal 1594060 500/ea	Sysco	1	$0.0191	$9.54
133	Paper Cups Portion 10 oz (Solo) equal or better No Bid			No Bid	
134	Paper Roll Towels Kitchen (Scott 1159) or equal 4661088 12/210 sht	Sys Cls	1	$1.7875 bx	$21.45
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal 4661245 12/210 sht	Sysco	1	$1.805 bx	$21.66
136	Paper Towels Multi Fold 3864642 16/150 ct	Sys Imp	1	$0.0113	$27.14
137	Paper Towels Multi Folds White Bleached 9.25X9.5 1814805 16/125 ct	George P	1	$0.0121	$24.21
138	Paper Towels (GEP89460) En-motion high capacity —white 10X800 or equal 9627761 6/800 ft	George P	1	$9.825 bx	$58.95
139	Styrofoam Bowl -6 oz 1,00 case 6526412 20/50 ct	Dart	1	$0.0274	$27.41
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better 7932785 8/125 ct	Sys Rel	1	$0.0165	$16.54
141	Styrofoam Cup 8 oz. (8J8) or equal 4922076 40/25 ct	Dart	1	$0.0169	$16.90
142	Styrofoam Cups oz. (UJ4) or equal 4330452 20/50 ct	Dart	1	$0.0154	$15.40
143	Styrofoam Plates 6" Laminated 8593610 8/125 ct	Sys Cls	1	$0.0183	$18.27
144	Styrofoam Plates 6" Un-laminated 8615753 8/125 ct	Sys Rel	1	$0.0141	$14.12
145	Styrofoam Plates 9" Divided (Mobil Ti 1-0011) or equal 5274840 4/125 ct	Sys Rel	1	$0.0269	$13.45
146	Styrofoam Plates 9" Laminated 8593602 4/125 ct	Sys Cls	1	$0.0408	$20.39
147	Styrofoam Plates 9" Un-laminated 5274832 4/125 ct	Sys Rel	1	$0.0269	$13.45

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal 7551324 150/9x9x3	Pactiv	1	$0.0783	$11.75
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal 6565988 8/1000 sht	George P	1	$3.06375 bx	$24.51
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal 8009401 60/400sht	George P	1	$0.8833 bx	$53.00
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal 3860541 12/2000 ft	Sys Cls	1	$4.3433 bx	$52.12
152	Utensils Forks — Plastic 2,000 ct (James River Wn F2P) or equal No Bid			No Bid	
153	Utensils Forks — Plastic Dispozo — medium 1,000 cs (WMF) or equal 8419594 1000/ct	Nutrbon	1	$0.0069	$6.88
154	Utensils Forks —Plastic medium Weight White 1,000 ct (Solo or Equal) 8419594 1000 ct	Solo	1	$0.0069	$6.88
155	Utensils Forks Clear (1,000 ct) 7947327 1000/ct	Sys Cls	1	$0.0390	$38.99
156	Utensils Spoons Plastic (Solo) or equal 8003422 1000/ct	Sys Cls	1	$0.0199	$19.86
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal 7974771 1000/ea	Sys Rel	1	$0.0095	$9.47
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal 8419626 1000/ct	Nutrbon	1	$0.0069	$6.88
159	Utensils Spoons Plastic medium Weight White (1,000 ct) 7974771 1000/ea	Sys Rel	1	$0.0095	$9.47
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper) 8420805 250/ct	Nutrbon	1	$0.0566	$14.14
161	Vented Lid-Dart (12112) or equal 4097473 10/100 ct	Dart	1	$0.0127	$12.72
162	Vented Lid — Dart (818) or equal 4001178 10/100 ct	Dart	1	$0.0100	$10.03
163	Wipers Workhorse Rags (Kimberly Clark) or equal 4406096 150/ea	Chix	1	$0.2626	$39.40
164	Wipers — (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal 8571507 150/ea	Atlanic	1	$0.3784	$56.76
165	Body Shampoo — Per Gallon No Bid			No Bid	
166	Deodorant —Hygiene No Bid			No Bid	
167	Lice Killer — Aerosol No Bid			No Bid	
168	Razors — Double Edged No Bid			No Bid	
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal) No Bid			No Bid	
170	Sanitary Napkins Panty Liners No Bid			No Bid	
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal) No Bid			No Bid	
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal No Bid			No Bid	
173	Shaving Cream No Bid			No Bid	
174	Toothbrush Firm —Specify Size No Bid			No Bid	

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size No Bid			No Bid	
176	Toothbrush Soft Specify Size No Bid			No Bid	
177	Toothpaste Std Size, Specify Size No Bid			No Bid	
178	Toothpaste Travel Size, Specify Size No Bid			No Bid	
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal No Bid			No Bid	
180	Buffing Pads 17" White No Bid			No Bid	
181	Buffing Pads 20" White No Bid			No Bid	
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal No Bid			No Bid	
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal No Bid			No Bid	
184	Stripping Pads 17" Black No Bid			No Bid	
185	Stripping Pads 20" Black No Bid			No Bid	
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal No Bid			No Bid	
187	Gloves - Food Service Large Clear (Brand Name) 8345811 4/100 ct	Sys Cls	1	$0.0501	$20.03
188	Gloves — Food Service — Medium clear (Brand Name) 8347841 4/100 ct	Sys Cls	1	$0.0500	$20.00
189	Gloves Latex Small Disposable (Ansell)Yw or equal 8348245 10/100 ct	Sys Cls	1	$0.0134	$13.37
190	Gloves Latex Large Disposable 8346538 10/100 ct	Sys Cls	1	$0.0134	$13.39
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal 8338501 4/100 ct	Sys Cls	1	$0.0463	$18.52
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal 8337156 4/100 ct	Sys Cls	1	$0.0462	$18.49
193	Gloves Latex Medium Disposable (Ansell) or equal 8348245 10/100 ct	Sys Cls	1	$0.0134	$13.37
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal 8337156 4/100 ct	Sys Cls	1	$0.0462	$18.49
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal 0395208 4/250 ct	JB Select	1	$0.0529	$52.89
196	Body Towels Standard Size No Bid			No Bid	
197	Hand Towels Standard Size No Bid			No Bid	
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner 5871736 250/40-45 G	Sys Cls	1	$0.1386	$34.66
199	Trash Liners — Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal 5765896 1000/12-16 G	Sys Cls	1	$0.0306	$30.59
200	Trash Liners — Large Trash Can 13 MIC 30 x 37 High Density Can Liners 4046843 200/20-30 G	Sys Cls	1	$0.1144	$22.88
201	Trash Liners —Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners 4047031 150/33 Gal	Sys Cls	1	$0.1360	$20.41
202	Trash Liners — Tall Trash Can 8 MIC 24 x 33 High Density Can Liners 5765896 1000/12-16G	Sys Cls	1	$0.0306	$30.59

EXHIBIT "B"
BID PAGE
RFB NO. 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES						
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic No Bid			No Bid	
204	Toilet Brushes — Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal 4907390 1/18 in	Rubbermaid	1	$3.3800	$3.38
205	Weed Killer (Round Up) or equal No Bid			No Bid	
206	Weed Killer 55 Gallon concentrated — Specify Dilution No Bid			No Bid	
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal 7808482 6/32 oz	Keystone	1	$2.2000	$13.20
208	Sprayer (Trigger/Nozzles Only) red & white 5220045 1/9 3/4"	Con Mfg	1	$0.6800	$0.68
209	Bleach — Disinfectant Cleaner Dry Air — Hospital 8549935 6/14 oz	Keystone	1	$4.8083	$28.85
210	Bleach — Pure Bright Disinfection 6/cs (6BLCH) or equal 8729061 6/96 oz	Sys Rel	1	$1.8950	$11.37
211	Bio-Hazard Bag Red 40 X 48 3 mil No Bid			No Bid	
212	Disinfectant Wipes (Lysol) or equal No Bid			No Bid	

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Sysco Central Texas, Inc.

ADDRESS: 12610 Schwab Rd.

CITY/STATE/ZIP CODE: New Braunfels, Tx 78132

TELEPHONE NUMBER 830-730-1209

E-MAIL ADDRESS: dresch.rebecca@ctx.sysco.com

CELLULAR NUMBERS: 210-601-5306

FAX NUMBER: 855/656-4432

AUTHORIZED SIGNATURE:

PRINTED NAME: Mike Fuller

TITLE: SVP Sales

DATE: 10/8/13

EXHIBIT "C"
CERTIFICATE OF INSURANCE

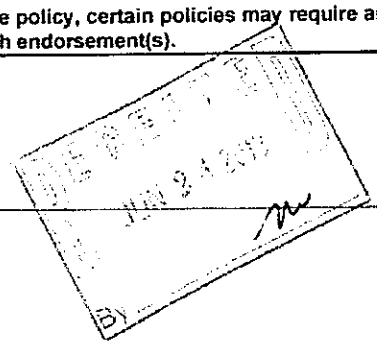
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2013

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
Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002
Attn: Ayesha.Lopez@Marsh.com



CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	40142
INSURER B : American Zurich Insurance Company	16535
INSURER C : Steadfast Insurance Company	26387
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sysco Central Texas, Inc.
1260 Schwab Road
New Braunfels, TX 78132

COVERAGES **CERTIFICATE NUMBER:** HOU-001947949-14 **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			GLO2347203 04	06/30/2013	06/30/2014	EACH OCCURRENCE	$	2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	4,000,000
	X POLICY PRO-JECT LOC							$	
A	AUTOMOBILE LIABILITY			BAP2347204 04	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2347199 04 (AOS)	06/30/2013	06/30/2014	X WC STATU-TORY LIMITS / OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC2347201 04 (WI)	06/30/2013	06/30/2014	E.L. EACH ACCIDENT	$	1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			EWS2347202 04 (OH & WA)	06/30/2013	06/30/2014	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Texas Employers Indemnity			EWT2347222 03	06/30/2013	06/30/2014	General Aggregate		10,000,000
	SIR $2,000,000						Combined Single Limit Per Occ		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as Additional Insured (except as respects all coverage afforded by the Worker's Compensation policy) where required by written contract, but only for liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER

Hidalgo County
2812 S U.S. Highway 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Ryan W. Medlin Ryan W Medlin

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 19, 2013
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the Court were counted present.

2. **Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Item 13.A.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda for the exception of Item 6.B to be pulled for discussion.

5. **Open Forum**

> Fern McClaugherty expressed her concern over the amount of time presenters at Open Forum actually have.

> Opal Billman stated Texas law should award her half of community property and has yet to receive anything. She stated that she was given a promissory note as a divorce settlement which is debt, but does not agree that the Court has done the right thing in her case.

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

A. **AI-41491** Approval to process the following Xerox invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Invoice Dates	Monthly Amt.	Total Amount
February - November 2013	233.10	$2,331.00

Commissioner Hector Palacios joined the meeting.

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

A. **AI-41777** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

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: 4 - 0 - Unanimously

B. **AI-41836** Approval of rental payment from the General Fund in the amount of $11,250 for lease of office space (3304 W. Alberta Rd., Edinburg, TX) for the Urban County Program for the month of December 2013.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. **AI-41848** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

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: 4 - 0 - Unanimously

2. Approval of 2013 appropriation of funds in the total amount of $1,211,000.00 for the San Carlos Community Resource Center project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

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

A. Hidalgo County

1. AI-41858 Discussion and consideration with applicable action to procure the services of a consultant for the audit of billing/invoices from Hidalgo County's electric power providers (i.e. Reliant Energy, MVEC, CPL, Others);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-40774 Human Resources Dept:
a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR)software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Approval to pay as claims Invoices #285914 and 286922 in the amount of $300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

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: 4 - 0 - Unanimously

3. AI-41543 Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

APPROVED

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: 4 - 0 - Unanimously

REQUIREMENTS AGREEMENT
C-13-147-11-19

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19th day of November, 2013 by and between **Gulf Coast Paper Co., Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **January 01, 2014** and expire on **December 31, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 302 West University Drive Edinburg, Texas 78539
If to Seller:	Gulf Coast Paper Co., Inc. Attn. Jorge A. Guerra 635 Billy Mitchell Blvd Brownsville, Texas 78521

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11-19-13 RG

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 23, 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**
RFB-2013-147-10-09-YZV

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956-318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

ALL FUNDING SOURCES, PROGRAMS & ENTITIES)

Bid No: 2013-147-10-09-YZV

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __12__ pages.**
4. **Exhibit "B" Bid Page, consisting of__8__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Requirements Agreement, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

September 23, 2013
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2013-147-10-09	Buyer: YolandaVelasquez	Tel. No: (956) 318-2626-ext 4881

REQUEST FOR BIDS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities**)**

BID OPENING DATE: October 09, 2013

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" (All Funding Sources, Programs and Entities)** 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— 2013-10-09-YZV- HIDALGO COUNTY - JANITOIRAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES" (All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, October 09, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-147-10-09-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES". (All Funding Sources, Programs & Entities)

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES" All Funding Sources, Programs & Entities)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Accounts Payable
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 09, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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 limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

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"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs and Entities)

Bid No. 2013-147-10-09-YZV

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participates. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Janitorial Supply & Industrial Chemicals & Supplies"*** as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, October 09, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an **"As Needed Basis"** Award will be to the lowest bidder(s); meeting all specifications/requirements.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

SPECIFICATIONS/REQUIREMENTS:

1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.

2) All applicable products must have accompanying MSDS sheets at the time of delivery.

3) All items must be shipped **F.O.B. INSIDE DELIVERY.**

4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)

   - Aerosol cans required, bottles are not acceptable.
   - Pint containers required, gallon containers are not acceptable
   - RTU product required, a concentrate is not acceptable
   - Plastic bottles required, cans are not acceptable

5) Bidder must honor pricing for the entirety of the contract.

6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.

7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

a) Seller's name and address
b) Container number and total number of containers, e.g. box 1 of 3 boxes
c) The number of the container bearing the packing slip.
d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

"**OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand many be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

COMPETENCE OF VENDOR:
Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

ITEMS PURCHASED BY HIDALGO COUNTY
This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

Janitorial & Industrial Supplies		
CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		**COMMODITY CODE (Internal Use Only)**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	48588
2	3M Griddle Screens 10 per pack (200) or equal	48588
3	Air Freshener – Aerosol Asst Scents	48532
4	Air Freshener – Time Mist Asst Scents 6.6 oz	48532
5	Ant & Roach Spray odorless	48560
6	Ant & Roach Spray odorless to contain deltametrin	48560
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	48526
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	48526
9	Bowl Mops (Rayon) or equal	48509
10	Brooms (Plastic Angle) or equal	48510
11	Brooms – Janitorial Straw	48510
12	Brooms Maids Straw (Waco) or equal	48510
13	Carpet Shampoo – Liquid Ammonia Free	48578
14	Carpet Powder & Deodorizer	48578
15	Carpet Shampoo Liquid	48578
16	Carpet Spot Remover 32 oz	48578
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	48531
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	48516
19	Cleaner Oven 24 oz. Foam Cleaner	48518
20	Cleaner Stainless Steel waterless based	48512
21	Continental 18” rubber floor squeegees (1800) or equal	48588
22	Continental 24: rubber floor squeegee (2400) or equal	48588
23	Degreaser – 55 gallon	48518
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	48538
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	48538
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	48538
27	Dishwashing Liquid 32 oz. (Dawn) or equal	48538
28	Dishwashing Liquid 42 oz. (Dawn) or equal	48538
29	Disinfectant & Deodorizer Cleaner Aerosol	48532
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	48542

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	48537
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	48540
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	48540
34	Disinfectant Deodorant Spray Hospital	48540
35	Disinfectant Foam Cleaner – Hospital	48540
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	48502
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	48540
38	Dispenser - Air Freshener Time Mist	48532
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	48546
40	Dispensers- Liquid Hand Soap (Bulk Soap)	48544
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	48546
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)	48546
43	Dust Cloths (Disposable)Yw	48552
44	Dust Cloths – Non Disposable	48552
45	Dust Mop 24”x3 Disposable	48572
46	Dust Mop 24” X 5 Non Disposable	48570
47	Dust Mop 24” x 3 Non Disposable	48570
48	Dust Mop 24” x 5 Disposable	48570
49	Dust Mop Frames 24 x5	48570
50	Dust Mop Handles – Swivel Snap On	48570
51	Dust Mop Treatment (Aerosol)	48554
52	Dust Mop Treatment TRU Equal	48554
53	Dust Pan Metal – Lobby or equal	48594
54	Dust Pan Plastic – Lobby or equal	48594
55	Enzyme Deodorizers – per gallon Liquid	48578
56	Feather Duster Extensions 12 ft	48553
57	Feather Duster Extensions 8ft	48553
58	Feather Dusters 21 inch Ostrich or Equal	48553
59	Feather Dusters 26 inch Ostrich or Equal	48553

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	48555
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	48555
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	48554
63	Furniture Polish Aerosol	48558
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	48528
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	48528
66	Hand Cleaner – Waterless	48513
67	Hanging Toilet Bowl Blocks	48530
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	48537
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	48594
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	48568
71	Mop Handles Fiber Glass 54” Jr. Etc. or equal	48572
72	Mop Handles Wood 54” Junior	48572
73	Mop Head Cotton – Size 16 oz	48572
74	Mop Head Cotton - Size 24 oz	48572
75	Mop Head Cotton – Size 32 oz.	48572
76	Mop Head Rayon – Size 16 oz.	48572
77	Mop Head Rayon – Size 24 oz.	48572
78	Mop Head Rayon – Size 32 oz.	48572
79	Mosquito Repellent Lotion	48560
80	Mosquito Repellent Spray	48560
81	Odor Eliminator – Non Aerosol	48532
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	48514
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	48514
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	48588
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	48588
86	Scouring Sponges Yw/Green Standard Size 3M/equal	48588
87	Scrubbing Cleansers – 21 oz (Comet) or equal	48585
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	48586
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	48586
90	Soap Bar – 75 oz. – (1,000 per case)	48586

Janitorial & Industrial Supplies		
	CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE	**COMMODITY CODE (Internal Use Only)**
91	Soap Hand – Liquid – (Bag in Box)	48586
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	48518
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	48586
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	48554
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	48525
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	48532
97	Spray Bottles – 24 oz empty bottles or equal	48508
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	48508
99	Toilet Dispenser Universal (12” Jumbo toilet Tissue)	48546
100	Toilet Seat Covers	48546
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	48594
102	Trash Cans & Lids 16 Gal	48594
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	48594
104	Trash Cans – 10 Gal	48594
105	Urinal Block w/Screens	48530
106	Urinal Blocks (Blocks Only)	48530
107	Urinal Deodorant Screens – Screens Only	48565
108	Wasp/Hornet Spray	48560
109	Wasp/Hornet Spray – 20 Ft Stream	48560
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	48554
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	64008
112	Baggies 4”x4” Enono Zip (Ziploc Regular Sandwich Bags) or equal	64008
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	64008
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	64008
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	64008
116	Butcher Paper 24”	64045
117	Facial Tissue(Georgia Pacific) equal or better	64050
118	Film Wrap 18” Heavy Duty 2,000 ft. (Reynolds) or equal	64060

Janitorial & Industrial Supplies		
	CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE	**Commodity Code (Internal Use Only)**
119	Film Wrap 18”x3000 – Heavy Duty (Reynolds) or equal	64060
120	Foam – Bows 6 oz. w/lids	64060
121	Foil Wrap 18” Heavy Duty 500 ft. (Reynolds) or equal	64080
122	Foil Wrap Potato (Reynolds) or equal	64080
123	Laced Dollies (different sizes and types)	64050
124	Menu Tissue 12 x 12	64050
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	64050
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	64060
127	Pan Liners – (Dispozo) 1,000 cs	64045
128	Paper Bags #10 Brown (Duro) or equal	64015
129	Paper Bags #4 Brown (Duro) or equal	64015
130	Paper Bags #8 Brown (Duro) or equal	64015
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	64015
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	64015
133	Paper Cups Portion 10 oz (Solo) equal or better	64060
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	64075
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	64075
136	Paper Towels Multi Fold	64075
137	Paper Towels Multi Folds White Bleached 9.25X9.5	64050
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	64050
139	Styrofoam Bowl -6 oz 1,00 case	64060
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	64060
141	Styrofoam Cup 8 oz. (8J8) or equal	64060
142	Styrofoam Cups oz. (UJ4) or equal	64060
143	Styrofoam Plates 6” Laminated	64060
144	Styrofoam Plates 6” Un-laminated	64060
145	Styrofoam Plates 9” Divided (Mobil TJ 1-0011) or equal	64060
146	Styrofoam Plates 9” Laminated	64060
147	Styrofoam Plates 9” Un-laminated	64060

Janitorial & Industrial Supplies		
CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE		**Commodity Code (Internal Use Only)**
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	64060
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	64075
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	64075
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	64075
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	64060
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	64060
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	64060
155	Utensils Forks Clear (1,000 ct)	64060
156	Utensils Spoons Plastic (Solo) or equal	64060
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	64060
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	64060
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	64060
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	64060
161	Vented Lid-Dart (12J12) or equal	64060
162	Vented Lid – Dart (8J8) or equal	64060
163	Wipers Workhorse Rags (Kimberly Clark) or equal	64085
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	64085
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
165	Body Shampoo – Per Gallon	65216
166	Deodorant –Hygiene	65237
167	Lice Killer – Aerosol	65242
168	Razors – Double Edged	65265
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
170	Sanitary Napkins Panty Liners	65239
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rockester, etc or equal	65239
173	Shaving Cream	65275
174	Toothbrush Firm – Specify Size	65284

Janitorial & Industrial Supplies		
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		**COMMODITY CODE (Internal Use Only)**
175	Toothbrush Medium Specify Size	65284
176	Toothbrush Soft Specify Size	65284
177	Toothpaste Std Size, Specify Size	65285
178	Toothpaste Travel Size, Specify Size	65285
MISCELLANEOUS CLASSES		
CLASS-365-FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES		**Commodity Code (Internal Use Only)**
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	36510
180	Buffing Pads 17" White	36510
181	Buffing Pads 20" White	36510
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	36580
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	36580
184	Stripping Pads 17" Black	36510
185	Stripping Pads 20" Black	36510
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	36580
CLASS-201-CLOTHING ACCESSORIES		**Commodity Code (Internal Use Only)**
187	Gloves - Food Service Large Clear (Brand Name)	20142
188	Gloves – Food Service – Medium clear (Brand Name)	20142
189	Gloves Latex Small Disposable (Ansell)Yw or equal	20142
190	Gloves Latex Large Disposable	20142
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	20142
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	20142
193	Gloves Latex Medium Disposable (Ansell) or equal	20142
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	20142
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	20141
CLASS 850 – TEXTILES, FIBERS, HOUSEHOLD LINENS & PIECE GOODS		**Commodity Code (Internal Use Only)**
196	Body Towels Standard Size	85088
197	Hand Towels Standard Size	85092

JANITORIAL SUPPLIES & INDUSTRIAL SUPPLIES		
MISCELLANEOUS CLASSES		
CLASS-665-PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MODDLING EQUIPEMTN, ACCESSORIES, AND SUPPLIES		**Commodity Code (Internal Use Only)**
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	66524
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	66524
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	66524
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	66524
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	66524
CLASS-670-PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES		**Commodity Code (Internal Use Only)**
203	Toilet Brushes (Standard Size) Plastic	67002
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	67002
CLASS-675-PESTICIDES & CHEMICALS: AGRICULTURAL & INDUSTRIAL		**Commodity Code (Internal Use Only)**
205	Weed Killer (Round Up) or equal	67590
206	Weed Killer 55 Gallon concentrated – Specify Dilution	67590
CLASS – 393-FOOD STAPLES, GROCERY & GROCERIES MISCELLANEOUS ITEMS		**Commodity Code (Internal Use Only**
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	39393
CLASS-810-SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT, & PAINT)		**Commodity Code (Internal Use Only)**
208	Sprayer (Trigger/Nozzles Only) red & white	81095
CLASS 505-LAUNDRY AND DRY CLEANING COMPOUNDS DETERGENTS, AND SUPPLIES		**Commodity Code (Internal Use Only)**
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	50525
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	50525
CLASS-475 HOSPITAL, SURGICAL, & MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS		**Commodity Code (Internal Use Only)**
211	Bio-Hazard Bag Red 40 X 48 3 mil	47577
212	Disinfectant Wipes (Lysol) or equal	47565

INSURANCE:

Insurance requirements for this project to be maintained throughout the contract term (**refer to EXHIBIT "C" FOR LIMITS**).

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. 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 delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
   (A) the contract expires,
   (B) delivery and acceptance of products and/or performance of services ordered, or
   (**C)** terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.

6. Vendor must have been in business for at least two years.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Due to the nature of the user departments, ***vendor(s)*** shall be located within three-hundred mile radius from COUNTY OF HIDALGO, Texas.

9. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

10. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders 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.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, October 02, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 04, 2013 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	**BRAND**	**QTY**	**UNIT PRICE**	**PRICE PER CASE**
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal				
2	3M Griddle Screens 10 per pack (200) or equal				
3	Air Freshener – Aerosol Asst Scents				
4	Air Freshener – Time Mist Asst Scents 6.6 oz				
5	Ant & Roach Spray odorless				
6	Ant & Roach Spray odorless to contain deltametrin				
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered				
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered				
9	Bowl Mops (Rayon) or equal				
10	Brooms (Plastic Angle) or equal				
11	Brooms – Janitorial Straw				
12	Brooms Maids Straw (Waco) or equal				
13	Carpet Shampoo – Liquid Ammonia Free				
14	Carpet Powder & Deodorizer				
15	Carpet Shampoo Liquid				
16	Carpet Spot Remover 32 oz				
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal				
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal				
19	Cleaner Oven 24 oz. Foam Cleaner				
20	Cleaner Stainless Steel waterless based				
21	Continental 18" rubber floor squeegees (1800) or equal				
22	Continental 24: rubber floor squeegee (2400) or equal				
23	Degreaser – 55 gallon				
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box				
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
27	Dishwashing Liquid 32 oz. (Dawn) or equal				
28	Dishwashing Liquid 42 oz. (Dawn) or equal				
29	Disinfectant & Deodorizer Cleaner Aerosol				
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)				
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
34	Disinfectant Deodorant Spray Hospital				
35	Disinfectant Foam Cleaner – Hospital				
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
38	Dispenser - Air Freshener Time Mist				
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
40	Dispensers- Liquid Hand Soap (Bulk Soap)				
41	Dispensers- Paper Towels Multi Folds Universal (Metal)				
42	Dispensers – Paper Towels Multi Folds Universal (Plastic)				
43	Dust Cloths (Disposable)Yw				
44	Dust Cloths – Non Disposable				
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)				
52	Dust Mop Treatment TRU Equal				
53	Dust Pan Metal – Lobby or equal				
54	Dust Pan Plastic – Lobby or equal				
55	Enzyme Deodorizers – per gallon Liquid				
56	Feather Duster Extensions 12 ft				
57	Feather Duster Extensions 8ft				
58	Feather Dusters 21 inch Ostrich or Equal				
59	Feather Dusters 26 inch Ostrich or Equal				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal				
63	Furniture Polish Aerosol				
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal				
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
66	Hand Cleaner – Waterless				
67	Hanging Toilet Bowl Blocks				
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
72	Mop Handles Wood 54" Junior				
73	Mop Head Cotton – Size 16 oz				
74	Mop Head Cotton - Size 24 oz				
75	Mop Head Cotton – Size 32 oz.				
76	Mop Head Rayon – Size 16 oz.				
77	Mop Head Rayon – Size 24 oz.				
78	Mop Head Rayon – Size 32 oz.				
79	Mosquito Repellent Lotion				
80	Mosquito Repellent Spray				
81	Odor Eliminator – Non Aerosol				
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
83	Purell Hand Sanitizer Refill-GOJ545604 or equal				
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
86	Scouring Sponges Yw/Green Standard Size 3M/equal				
87	Scrubbing Cleansers – 21 oz (Comet) or equal				
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
90	Soap Bar – 75 oz. – (1,000 per case)				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box)				
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal				
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal				
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal				
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				
97	Spray Bottles – 24 oz empty bottles or equal				
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal				
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)				
100	Toilet Seat Covers				
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil				
102	Trash Cans & Lids 16 Gal				
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal				
104	Trash Cans – 10 Gal				
105	Urinal Block w/Screens				
106	Urinal Blocks (Blocks Only)				
107	Urinal Deodorant Screens – Screens Only				
108	Wasp/Hornet Spray				
109	Wasp/Hornet Spray – 20 Ft Stream				
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal				
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal				
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				
116	Butcher Paper 24"				
117	Facial Tissue(Georgia Pacific) equal or better				
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				
120	Foam – Bows 6 oz. w/lids				
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				
122	Foil Wrap Potato (Reynolds) or equal				
123	Laced Dollies (different sizes and types)				
124	Menu Tissue 12 x 12				
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				
127	Pan Liners – (Dispozo) 1,000 cs				
128	Paper Bags #10 Brown (Duro) or equal				
129	Paper Bags #4 Brown (Duro) or equal				
130	Paper Bags #8 Brown (Duro) or equal				
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				
132	Paper Bags 6lb. Brown 6BG (Duro) or equal				
133	Paper Cups Portion 10 oz (Solo) equal or better				
134	Paper Roll Towels Kitchen (Scott 11s9) or equal				
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal				
136	Paper Towels Multi Fold				
137	Paper Towels Multi Folds White Bleached 9.25X9.5				
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				
139	Styrofoam Bowl -6 oz 1,00 case				
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				
141	Styrofoam Cup 8 oz. (8J8) or equal				
142	Styrofoam Cups oz. (UJ4) or equal				
143	Styrofoam Plates 6" Laminated				
144	Styrofoam Plates 6" Un-laminated				
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
146	Styrofoam Plates 9" Laminated				
147	Styrofoam Plates 9" Un-laminated				

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JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal				
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
155	Utensils Forks Clear (1,000 ct)				
156	Utensils Spoons Plastic (Solo) or equal				
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal				
159	Utensils Spoons Plastic medium Weight White (1,000 ct)				
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
161	Vented Lid-Dart (12J12) or equal				
162	Vented Lid – Dart (8J8) or equal				
163	Wipers Workhorse Rags (Kimberly Clark) or equal				
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
165	Body Shampoo – Per Gallon				
166	Deodorant –Hygiene				
167	Lice Killer – Aerosol				
168	Razors – Double Edged				
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
170	Sanitary Napkins Panty Liners				
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal				
173	Shaving Cream				
174	Toothbrush Firm – Specify Size				

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Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size				
176	Toothbrush Soft Specify Size				
177	Toothpaste Std Size, Specify Size				
178	Toothpaste Travel Size, Specify Size				
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
180	Buffing Pads 17" White				
181	Buffing Pads 20" White				
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
184	Stripping Pads 17" Black				
185	Stripping Pads 20" Black				
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
187	Gloves - Food Service Large Clear (Brand Name)				
188	Gloves – Food Service – Medium clear (Brand Name)				
189	Gloves Latex Small Disposable (Ansell)Yw or equal				
190	Gloves Latex Large Disposable				
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
193	Gloves Latex Medium Disposable (Ansell) or equal				
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
196	Body Towels Standard Size				
197	Hand Towels Standard Size				
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner				
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal				
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners				
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners				
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners				

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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic				
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
205	Weed Killer (Round Up) or equal				
206	Weed Killer 55 Gallon concentrated – Specify Dilution				
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
208	Sprayer (Trigger/Nozzles Only) red & white				
209	Bleach – Disinfectant Cleaner Dry Air – Hospital				
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
211	Bio-Hazard Bag Red 40 X 48 3 mil				
212	Disinfectant Wipes (Lysol) or equal				

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-147

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, **2013** by and between (VENDOR). ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Janitorial Supplies, Industrial Chemicals & Supplies"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on_____, 2013 and expire on_____, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

EXHIBIT "B"
BID PAGE

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES
GULF COAST PAPER

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	Americo	60	48588	18.00
3	Air Freshener – Aerosol Asst Scents	Spartan	12/16oz	48532	32.43
4	Air Freshener – Time Mist Asst Scents 6.6 oz	Vectair	12/6.6oz	48532	37.93
5	Ant & Roach Spray odorless	Carrol Co	12/15oz	48560	66.51
6	Ant & Roach Spray odorless to contain deltametrin	Carrol C	12/15oz	48560	66.51
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	Spartan	12/32oz	48526	18.60
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	Spartan	12/32oz	48526	17.71
11	Brooms – Janitorial Straw	Willen	12	48510	79.44
15	Carpet Shampoo Liquid	Spartan		48578	26.61
16	Carpet Spot Remover 32 oz	Spartan		48578	19.63
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	Carrol Co	4/1gal	48531	43.20
23	Degreaser – 55 gallon	Spartan	1gal	48518	252.77
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	Palmolive	9/850ml	48538	27.92
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	US Chemicals	4/8lbs.	48538	96.00
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	Spartan	4/1gal	48502	44.76
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	Georgia Pacif	1	48546	18.29
40	Dispensers- Liquid Hand Soap (Bulk Soap)	Spartan	1	48544	12.00
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	Georgia Pacif	1	48546	18.96
49	Dust Mop Frames 24 x5	Willen	1	48570	2.13
50	Dust Mop Handles – Swivel Snap On	Willen	1	48570	5.60
52	Dust Mop Treatment TRU Equal	Spartan	12/32oz	48554	22.69
55	Enzyme Deodorizers – per gallon Liquid	Spartan	4/1gal	48578	35.00
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	Diversey	4/1gal	48555	23.09
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	Spartan	4/1gal	48528	33.57
67	Hanging Toilet Bowl Blocks	Fresh Prods	12	48530	8.56
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	Rubbermaid	1	48594	101.25
81	Odor Eliminator – Non Aerosol	Spartan	12/32oz	48532	22.39
87	Scrubbing Cleansers – 21 oz (Comet) or equal	Ajax	24/21oz	48585	26.36
90	Soap Bar – 75 oz. – (1,000 per case)	Cashmere	1,000	48586	69.00
91	Soap Hand – Liquid – (Bag in Box)	Kim Clark	12/800ml	48586	28.93
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	Spartan	4/1gal	48554	46.80
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	Spartan	12/16oz	48532	31.44
106	Urinal Blocks (Blocks Only)	Fresh	12	48530	5.09
107	Urinal Deodorant Screens – Screens Only	Tolco	12	48565	9.12
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	Spartan	4/1gal	48554	41.59
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Reynolds	500	64008	15.09
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Huckster	1000	64008	9.80
117	Facial Tissue(Georgia Pacific) equal or better	Georgia Pac	30-100	64050	17.80
127	Pan Liners (Dispozo) 1,000 ct	Bagcraft	1000	64045	39.90
128	Paper Bags #10 Brown (Duro) or equal	B&H	500	64015	12.95
129	Paper Bags #4 Brown (Duro) or equal	B&H	500	64015	7.60
133	Paper Cups Portion 10 oz (Solo) equal or better	Dart	2500	64060	33.15
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	Georgia Pac	6/800	64050	48.41

JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES

GULF COAST PAPER

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	NIGP CODE INTERNAL USE ONLY	PRICE PER CASE
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	Georgia Pac	80/550	64075	34.24
156	Utensils Spoons Plastic (Solo) or equal	Dispozo	1000	64060	9.98
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	Kim Clark	300	64085	47.21
165	Body Shampoo – Per Gallon	Spartan	4/1gal	65216	30.80
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	65239	31.50
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)		250	65239	31.50
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal		250	65239	31.50
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	Americo	5	36510	14.20
180	Buffing Pads 17" White	Americo	5	36510	10.80
181	Buffing Pads 20" White	Americo	5	36510	13.90
184	Stripping Pads 17" Black	Americo	5	36510	10.80
185	Stripping Pads 20" Black	Americo	5	36510	13.90
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	Karcher	10	36580	19.84
187	Gloves - Food Service Large Clear (Brand Name)	Tidi Prods	1000	20142	19.69
188	Gloves – Food Service – Medium clear (Brand Name)	Tidi Prods	1000	20142	19.69
198	Trash Liners – 45 Gal X-Large 40x48 16 Mic High Density Can Liner	Berry	250	66524	25.90
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	Pitt Plastics	1000	66524	27.96
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	Berry	500	66524	22.36
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Berry	250	66524	17.45
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	Berry	1000	66524	22.50
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	Spartan	12/32oz	39393	20.25
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	Kik Pure Brite	6	50525	10.62
211	Bio-Hazard Bag Red 40 X 48 3 mil	Berry	25	47577	16.22

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

RECEIVED 10/9/13 10:38 am witnessed

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	America	60	.30	18.00
2	3M Griddle Screens 10 per pack (200) or equal	3M	200	.32	64.51
3	Air Freshener – Aerosol Asst Scents 12/16oz	Spartan	12	2.70	32.43
4	Air Freshener – Time Mist Asst Scents 6.6 oz 12/6.6oz	Vectair	12	3.16	37.93
5	Ant & Roach Spray odorless 12-15oz	Carroll Co.	12	5.54	66.51
6	Ant & Roach Spray odorless to contain deltametrin 12-15oz	Carroll Co.	12	5.54	66.51
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered 12-32oz	Spartan	12	1.55	18.60
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered 12-32oz	Spartan	12	1.48	17.71
9	Bowl Mops (Rayon) or equal Each	Toleo	1	.64	.64
10	Brooms (Plastic Angle) or equal 12/cs	Continental	12	5.98	71.83
11	Brooms – Janitorial Straw 12/cs	Wilen	12	6.62	79.44
12	Brooms Maids Straw (Waco) or equal 12/cs	Wilen	12	4.60	55.20
13	Carpet Shampoo – Liquid Ammonia Free 4/cs (Gallon)	Carroll Co.	4	11.45	45.79
14	Carpet Powder & Deodorizer	Big D	6/16oz	4.97	29.83
15	Carpet Shampoo Liquid gallon 2oz per gal	Spartan	4	6.65	26.61
16	Carpet Spot Remover 32 oz 12-32oz	Spartan	12/32	1.64	19.63
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal gallon 2oz	Carroll Co	4	10.80	43.20
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal gallon 4oz	Diversey	4	9.86	39.45
19	Cleaner Oven 24 oz. Foam Cleaner 12-19oz	Carroll	12/19oz	3.48	41.76
20	Cleaner Stainless Steel waterless based 12-16oz	Spartan	12/16	3.64	43.68
21	Continental 18" rubber floor squeegees (1800) or equal Each	Continental	1	14.50	14.50
22	Continental 24: rubber floor squeegee (2400) or equal Each	Continental	1	15.40	15.40
23	Degreaser – 55 gallon 4oz per gallon	Spartan	1	252.77	252.77
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal 9/850mL	Palmolive	9/850mL	3.10	27.92
25	Detergent- Power Dishwashing(Cream Suds) or equivalent -50 lb box	Cream Suds	50lb	102.56	102.56
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	U.S. Chemical	4 8lb	24.00	96.00
27	Dishwashing Liquid 32 oz. (Dawn) or equal 9-887mL	Palmolive	9	3.10	27.92
28	Dishwashing Liquid 42 oz. (Dawn) or equal 4-128oz (gal)	Dawn	4 gals	15.42	61.68
29	Disinfectant & Deodorizer Cleaner Aerosol 12-15oz	Spartan	12/15oz	2.94	35.32
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	Tidal Wave	4 gals	7.50	30.00

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/4/13 10:30 am Witnessed

JANITORIAL AND INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	Tidal Wave	4 gals	8.25	33.00
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated) 12/15oz	Spartan	12	2.94	35.32
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	Spartan	12/15oz	2.94	35.32
34	Disinfectant Deodorant Spray Hospital	Spartan	12/15oz	2.94	35.32
35	Disinfectant Foam Cleaner – Hospital 12-18oz	Spartan	12	2.44	29.32
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent 4 gallons	Spartan	4 gals	11.19	44.76
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	Diversey	12/15oz	4.83	58.00
38	Dispenser - Air Freshener Time Mist each	Vectair	1	25.28	25.28
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic) each	Georgia Pacific	1	18.29	18.29
40	Dispensers- Liquid Hand Soap (Bulk Soap) each	Spartan	1	12.00	12.00
41	Dispensers- Paper Towels Multi Folds Universal (Metal) each	Georgia Pacific	1	18.96	18.96
42	Dispensers – Paper Towels Multi Folds Universal (Plastic) each	Georgia Pacific	1	22.00	22.00
43	Dust Cloths (Disposable)Yw	Georgia Pacific	200	.27¢	54.71
44	Dust Cloths – Non Disposable	No Bid			
45	Dust Mop 24"x3 Disposable	No Bid			
46	Dust Mop 24" X 5 Non Disposable Blue	Rubbermaid	1	10.78	10.78
47	Dust Mop 24" x 3 Non Disposable	No Bid			
48	Dust Mop 24" x 5 Disposable white	Wilen	1	5.87	5.87
49	Dust Mop Frames 24 x5	Wilen	1	2.13	2.13
50	Dust Mop Handles – Swivel Snap On	Wilen	1	5.60	5.60
51	Dust Mop Treatment (Aerosol) 12-16oz	Spartan	12	3.11	37.29
52	Dust Mop Treatment TRU Equal 12-32oz	Spartan	12/32	1.89	22.69
53	Dust Pan Metal – Lobby or equal	No Bid			
54	Dust Pan Plastic – Lobby or equal	Rubbermaid	1	6.50	6.50
55	Enzyme Deodorizers – per gallon Liquid 4 gallon/cs	Spartan	4 gals	8.75	35.00
56	Feather Duster Extensions 12 ft		No Bid		
57	Feather Duster Extensions 8ft		No bid		
58	Feather Dusters 21 inch Ostrich or Equal 5263	Lambskin	1	5.73	5.73
59	Feather Dusters 26 inch Ostrich or Equal DD3044	Lambskin	1	5.20	5.20

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10:00 Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	Diversey	1	24.08	24.08
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal 4gals 2oz	Diversey	4	5.77	23.09
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal 5 gal	Diversey	1	71.07	71.07
63	Furniture Polish Aerosol 12-18oz	Spartan	12	2.62	31.44
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal 4gals 6oz	Spartan	4	8.39	33.57
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	Spartan	12/32	1.77	21.32
66	Hand Cleaner – Waterless 6-4.5lb	Gojo	6/4.5lb	15.64	93.82
67	Hanging Toilet Bowl Blocks	Fresh Products	12	.71	8.56
68	Heavy Duty Laundry Detergent (for Commercial Laundry System) pail	Spartan	1-5gal	74.00	74.00
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	Rubbermaid	1	101.25	101.25
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	Rubbermaid	1	47.00	47.00
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal	Impact	1	15.43	15.43
72	Mop Handles Wood 54" Junior	Unisan	1	6.50	6.50
73	Mop Head Cotton – Size 16 oz	Wilen	12	2.65	31.80
74	Mop Head Cotton - Size 24 oz	Wilen	12	3.71	44.54
75	Mop Head Cotton – Size 32 oz.	Wilen	12	4.96	59.54
76	Mop Head Rayon – Size 16 oz.	Wilen	12	3.44	41.28
77	Mop Head Rayon – Size 24 oz.	Wilen	12	5.16	61.94
78	Mop Head Rayon – Size 32 oz.	Wilen	12	6.73	80.76
79	Mosquito Repellent Lotion	No	Bid		
80	Mosquito Repellent Spray 12-6oz	Off	12	5.78	65.72
81	Odor Eliminator – Non Aerosol 12-32oz	Spartan	12	1.87	22.39
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	Gojo	2	23.00	46.00
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	Gojo	4	17.96	71.86
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	Royal	12	2.17	26.00
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	Tidi Products	2000	.013	27.95
86	Scouring Sponges Yw/Green Standard Size 3M/equal	3M	20	1.72	34.48
87	Scrubbing Cleansers – 21 oz (Comet) or equal 24-21oz	Ajax	24/21oz	1.09	26.36
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	Spartan	4gals	7.70	30.80
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	Dial	No	Bid	
90	Soap Bar – 75 oz. – (1,000 per case)	Cashmere	1000	.069	69.00

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:30 AM Witnessed

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
91	Soap Hand – Liquid – (Bag in Box) 12-800ml	Kim Care (KC)	12	2.41	28.93
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	Spartan	12/32	2.87	34.52
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	Spartan	4gals	9.10	36.40
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	Spartan	4gals	11.70	46.80
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	Spartan	12/32oz	2.44	29.24
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	Spartan	12/18oz	2.62	31.44
97	Spray Bottles – 24 oz empty bottles or equal Each	Tolco	1	.44	.44
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal Each	Tolco	1	.56	.56
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue) Each	Georgia Pacific	1	14.00	14.00
100	Toilet Seat Covers	Hospeco	5000	.006	34.66
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil 1.5mil Black	Berry	100	.218	21.86
102	Trash Cans & Lids 16 Gal 354-2673-60	Rubbermaid	1	11.00	11.00
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	Rubbermaid	1 can 1 Lid	17.25 5.00	17.25 5.00
104	Trash Cans – 10 Gal	Rubbermaid	1	8.45	8.45
105	Urinal Block w/Screens	Fresh	12	1.73	20.81
106	Urinal Blocks (Blocks Only)	Fresh	12	.42	5.09
107	Urinal Deodorant Screens – Screens Only	Tolco	12	.76	9.12
108	Wasp/Hornet Spray 12-17oz	Spartan	12	3.56	42.83
109	Wasp/Hornet Spray – 20 Ft Stream 12-17oz	Spartan	12	3.56	42.83
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal 4 gallon per case	Spartan	4gals	10.39	41.59
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	Reynolds	500	.030	15.09
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	Hoekster	1000	.009	9.80
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal 10x11	Reynolds	250	.102	25.50
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal	Reynolds	500	.054	27.00
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	Reynolds	200	.130	26.00
116	Butcher Paper 24" 24" X 1000'	B+H Bag	1	28.00	28.00
117	Facial Tissue(Georgia Pacific) equal or better 30/100	Georgia Pacific	30/100	.593	17.80
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal	Reynolds	1	17.00	17.00

EXHIBIT "B"
BID PAGE
RFB № 2013-147-10-09-YZV
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

RECEIVED 9/12 10:30 am Witnessed

	Janitorial & Industrial Supplies				
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	Reynolds	1	28.90	28.90
120	Foam – Bows 6 oz. w/lids 6B12 1000 Bowls 1000 Lids	Dart	1000 1000	.030 .015	30.45 15.50
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal 18"x500'	Reynolds	1	33.53	33.53
122	Foil Wrap Potato (Reynolds) or equal 6-500	Reynolds	3000	.018	55.26
123	Laced Dollies (different sizes and types)		NO Bid		
124	Menu Tissue 12 x 12	Baycraft	10,000	.009	94.00
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal L3141	SCA Tork	6000	.007	42.66
126	Pactiv –or equal – 9x6 5.2.75 foam hinged tray YTH10205	Pactiv	150	.126	18.94
127	Pan Liners – (Dispozo) 1,000 cs	Baycraft	1000	.039	39.90
128	Paper Bags #10 Brown (Duro) or equal 10BG	B+H Bag	500	.025	12.95
129	Paper Bags #4 Brown (Duro) or equal 4BG	B+H Bag	500	.015	7.60
130	Paper Bags #8 Brown (Duro) or equal 8BG	B+H Bag	500	.023	11.90
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal 1657	B+H Bag	500	.071	35.56
132	Paper Bags 6lb. Brown 6BG (Duro) or equal 6BG	B+H Bag	500	.020	10.25
133	Paper Cups Portion 10 oz (Solo) equal or better 10z 100 Pc	Dart	2500	.013	33.15
134	Paper Roll Towels Kitchen (Scott 11s9) or equal 30/100	Georgia Pacific	30/100	.779	23.38
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	SCA	12/350'	1.42	17.06
136	Paper Towels Multi Fold 4000 cs	Georgia Pacific	4000	.003	15.29
137	Paper Towels Multi Folds White Bleached 9.25X9.5 4000 cs	Georgia Pacific	4000	.004	18.35
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal 6-800'	Georg Pacific	6 800'	8.07	48.41
139	Styrofoam Bowl -6 oz 1,00 case 6B12	Dart	1000	.030	30.45
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	Dispozo	1000	.023	23.60
141	Styrofoam Cup 8 oz. (8J8) or equal	Dart	1000	.020	20.30
142	Styrofoam Cups oz. (UJ4) or equal	Dart	1000	.018	18.49
143	Styrofoam Plates 6" Laminated	Dispozo	1000	.020	20.45
144	Styrofoam Plates 6" Un-laminated	Dispozo	1000	.020	20.45
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal TH10011	Pactiv	500	.038	19.26
146	Styrofoam Plates 9" Laminated	Dispozo	500	.049	24.77
147	Styrofoam Plates 9" Un-laminated TH10009	Pactiv	500	.038	19.26

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

RECEIVED 10/9/13 10:30 AM witnessed

JANITORIAL & INDUSTRIAL SUPPLIES

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	Pactiv	150	.105	15.80
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal 12/1000	SCA	12/1000'	1.91	22.94
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	Georgia Pacific	80/550	.43	34.24
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	SCA	6/2000'	4.61	27.65
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal		No	Bid	
153	Utensils Forks – Plastic Dispozo – medium 1,000 cs (WMF) or equal	Dispozo	1000	.009	9.98
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	Dispozo	1000	.009	9.98
155	Utensils Forks Clear (1,000 ct) PH01	Dispozo	1000	.028	28.00
156	Utensils Spoons Plastic (Solo) or equal	Dispozo	1000	.009	9.98
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Dispozo	1000	.009	9.98
158	Utensils Spoons Plastic Dispozo medium WMS 1,000 ct or equal	Dispozo	1000	.009	9.98
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	Dispozo	1000	.009	9.98
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Dispozo	250	.060	15.00
161	Vented Lid-Dart (12J12) or equal	DART	1000	.015	15.29
162	Vented Lid – Dart (8J8) or equal	DART	1000	.012	12.90
163	Wipers Workhorse Rags (Kimberly Clark) or equal K41200	Kimberly Clark	912	.059	54.61
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	Kimberly Clark	300	.157	47.21
165	Body Shampoo – Per Gallon 4 gallons	Spartan	4	7.70	30.80
166	Deodorant –Hygiene		No	Bid	
167	Lice Killer – Aerosol		No	Bid	
168	Razors – Double Edged		No	Bid	
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	Hospeco	250	.126	31.50
170	Sanitary Napkins Panty Liners 555-R	Hospeco	200	.193	38.66
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)		250	.126	31.50
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal		250	.126	31.50
173	Shaving Cream		No	Bid	
174	Toothbrush Firm – Specify Size		No	Bid	

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:30 am witnessed

Janitorial & Industrial Supplies

	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size			No Bid	
176	Toothbrush Soft Specify Size			No Bid	
177	Toothpaste Std Size, Specify Size			No Bid	
178	Toothpaste Travel Size, Specify Size			No Bid	
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal 20 NFBP	AMERICO	5	2.84	14.20
180	Buffing Pads 17" White	AMERICO	5	2.16	10.80
181	Buffing Pads 20" White	AMERICO	5	2.78	13.90
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	KARCHER	1	10.80	10.80
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	KARCHER	1	29.00	29.00
184	Stripping Pads 17" Black	AMERICO	5	2.16	10.80
185	Stripping Pads 20" Black	AMERICO	5	2.78	13.90
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	KARCHER	10	1.98	19.84
187	Gloves - Food Service Large Clear (Brand Name)	Tidi	1000	.019	19.69
188	Gloves – Food Service – Medium clear (Brand Name)	Tidi	1000	.019	19.69
189	Gloves Latex Small Disposable (Ansell)Yw or equal L105PS	HOSPECO	1000	.055	55.89
190	Gloves Latex Large Disposable L105PL	HOSPECO	1000	.055	5589
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal N116LL	HOSPECO	12	.60	7.20
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal N116LM	HOSPECO	12	.60	7.20
193	Gloves Latex Medium Disposable (Ansell) or equal	HOSPECO	1000	.55	55.89
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal N106LS	HOSPECO	12	.60	7.20
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal N106FL	HOSPECO	1000	.068	68.16
196	Body Towels Standard Size		No	Bid	
197	Hand Towels Standard Size		No	Bid	
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	BERRY 4048 16	250	.103	25.90
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	Pitt Plastics	1000	.0279	27.96
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	BERRY 303713	500	.044	22.36
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	BERRY 334016	250	.069	17.45
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	BERRY 24338	1000	.022	22.50

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

OPENED 10/9/13 10:30am Witnessed

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic 4533	Matish	1	2.63	2.63
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal 6310	Rubbermaid	1	2.50	2.50
205	Weed Killer (Round Up) or equal		No Bid		
206	Weed Killer 55 Gallon concentrated – Specify Dilution		No Bid		
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal 12/32oz	Spartan	12/32	1.69	20.25
208	Sprayer (Trigger/Nozzles Only) red & white	Tolco	1	.41	.41
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	Kik Pure Bright	6	1.77	10.62
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	Kik Pure Bright	6	1.77	10.62
211	Bio-Hazard Bag Red 40 X 48 3 mil 4048 3mil	Berry 4048 3	25	.648	16.22
212	Disinfectant Wipes (Lysol) or equal 12/35	Lysol	12/35	3.00	36.00

ACKNOWLEDGMENT FORM/BIDDER INFORMATION

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Gulf Coast Paper Co.
ADDRESS: 635 Billy Mitchell Blvd.
CITY/STATE/ZIP CODE: Brownsville, Texas 78521
TELEPHONE NUMBER (956) 541-2281
E-MAIL ADDRESS: GCPC415@aol.com
CELLULAR NUMBERS: (956) 739-6846
FAX NUMBER: (956) 541-2018
AUTHORIZED SIGNATURE: Jorge Guerra
PRINTED NAME: Jorge A. Guerra
TITLE: Sales Rep.
DATE: Oct. 7, 2013

EXHIBIT "C"
CERTIFICATE OF INSURANCE

GULFC-3 OP ID: LZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/13

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 GSM Insurors-Victora P&C P. O. Box 2447 Victoria, TX 77902 Phone: 361-570-6510 Fax: 361-570-5574	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Gulf Coast Paper Co., Inc. P O Box 4227 Victoria, TX 77903-4227	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Lloyds INSURER B: Travelers Property Casualty INSURER C: Travelers Indemnity Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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			660-1A576276	06/30/13	06/30/14	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 [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-1A635521	06/30/13	06/30/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-3A301589	06/30/13	06/30/14	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1A61230A	06/30/13	06/30/14	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

see notes

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 19, 2013
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Item 13.A.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 6.B to be pulled for discussion.

5. Open Forum

> Fern McClaugherty expressed her concern over the amount of time presenters at Open Forum actually have.

> Opal Billman stated Texas law should award her half of community property and has yet to receive anything. She stated that she was given a promissory note as a divorce settlement which is debt, but does not agree that the Court has done the right thing in her case.

6. County Judge's Office:

A. AI-41491 Approval to process the following Xerox invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Invoice Dates	Monthly Amt.	Total Amount
February - November 2013	233.10	$2,331.00

Commissioner Hector Palacios joined the meeting.

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

A. **AI-41777** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

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: 4 - 0 - Unanimously

B. **AI-41836** Approval of rental payment from the General Fund in the amount of $11,250 for lease of office space (3304 W. Alberta Rd., Edinburg, TX) for the Urban County Program for the month of December 2013.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. **AI-41848** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

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: 4 - 0 - Unanimously

2. Approval of 2013 appropriation of funds in the total amount of $1,211,000.00 for the San Carlos Community Resource Center project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

17. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. Hidalgo County

1. AI-41858 Discussion and consideration with applicable action to procure the services of a consultant for the audit of billing/invoices from Hidalgo County's electric power providers (i.e. Reliant Energy, MVEC, CPL, Others);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-40774 Human Resources Dept:
a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR)software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Approval to pay as claims Invoices #285914 and 286922 in the amount of $300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

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: 4 - 0 - Unanimously

3. AI-41543 Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

APPROVED

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: 4 - 0 - Unanimously

APPROVED

AI-41543 **Purchasing Department 17. A. 3.**

CC REGULAR

Meeting Date: 11/19/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

BACKGROUND

Recommended Vendors:
1) Gulf Coast Paper
2) Staples Contract & Commercial
3) Sysco Central Texas
4) CC Distributors
5) Performance Food Group

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 2014 Budget

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

BUDGETARY IMPACT:

County Wide Project - Various departments

See 2014 dept. budgets (Object code 607) for availability of funds.

On an as needed basis

Contracts shall commence on January 01, 2014
and expire on December 31, 2014

Attachments

Participation-Acceptance Sheets
Bid TAB Sheet
Legals approval of Contract
C-13-147-Gulf Coast Paper Contract
C-13-147A-Staples Contract & Commercial Inc
C-13-147B-Sysco Central Texas

C-13-147C-CC Distributors

C-13-147D-Performance Food Group

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/07/2013 08:58 AM
Budget & Management	Obdett Calzada	11/07/2013 09:34 AM
Manuel Chapa	Manuel Chapa	11/13/2013 02:43 PM
Auditor's Office	Monica Badillo	11/15/2013 05:49 PM

Form Started By: Yolanda Velasquez Started On: 10/30/2013 01:37 PM

Final Approval Date: 11/15/2013

AI-52563 **Purchasing Department** **22. A. 3.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for RFB No. 2015-323-11-18-HGO titled "Mailing Services" - Hidalgo County.

BACKGROUND

13 packets requested and distributed - 1 response received; Current contract expires 12-31-15

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-60-125-010-350

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

BUDGETARY IMPACT:

funds available, refer to 2016 Adopted Budget

Attachments

Final Contract

Approval by Legal

Dept. Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/09/2015 09:07 AM
Budget & Management	Veronica Ortiz	12/09/2015 02:42 PM
Ivan Cantu	Ivan Cantu	12/11/2015 02:48 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Heidi Ortiz		Started On: 12/07/2015 01:11 PM
Final Approval Date: 12/11/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-323-12-15

THIS CONTRACT is made and entered into this 15th day of December, 2015 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Upper Valley Mail Services, LLC ("Company").

WHEREAS, Company responded to advertised notices for bids for Mailing Services (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibit "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "RFB" & the "Bid Page"); and

WHEREAS, in recognition of, and in consideration of, Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 1, 2016** and ending on **December 31, 2016,** and may be extended at the sole discretion of County for an additional one (1) year period under the same rates terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Upper Valley Mail Services, LLC**
1418 Beech Ste 109
McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Contract may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Contract, County may terminate this Contract upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Immunities.** Nothing in this Contract 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.

19. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2015.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

October 27, 2015

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County (All Funding Sources, Programs & Entities)**
Request for Bids: **"MAILING SERVICES"**
Bid No: 2015-323-11-18-HGO

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MAILING SERVICES"

RFB NO: 2015-323-11-18-HGO

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 27, 2015
Date

Bid No: 2015-323-11-18-HGO	Buyer: Heidi Ortiz	Tel. No: (956) 318-2626 Ext. 4877

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS & ENTITIES)

"MAILING SERVICES"

Bid No: 2015-323-11-18-HGO

BID OPENING DATE:
November 18, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES)–"MAILING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2015-323-11-18-HGO HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS & ENTITIES)–"MAILING SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, 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-2015-323-11-18-HGO -HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES) – "MAILING SERVICES".**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and

models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any) and Contract Number
d) Notation - **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES) –"MAILING SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(all funding sources, programs & entities)
"MAILING SERVICES"
BID NO.: 2015-323-11-18-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
(all funding sources, programs & entities)
"MAILING SERVICES"
BID NO. 2015-323-11-18-HGO

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide services in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. These services will be on an "As Needed Basis".

The Following are the Minimum Specifications for "Mailing Services" for Hidalgo County (all funding sources, programs & entities):

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an "as needed basis".**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedures for both the Hidalgo County Courthouse and Administration Building to date; has been that the Facilities Management personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room, where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, over-night packages, etc.) to ensure that all reduced rates that the vendor receives are passed onto Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier. All** mail will be picked up and delivered on **all** government operating days; on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the departments' prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the opting Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, on an **"as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:
   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   c) Packages exceeding one (1) pound.

EXHIBIT "A"
HIDALGO COUNTY
(all funding sources, programs & entities)
"MAILING SERVICES"
BID NO. 2015-323-11-18-HGO

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for the period beginning ***January 1, 2016*** and ending on ***December 31, 2016*** and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and on an **"as needed,"** basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain **firm** from BID AWARD DATE through the termination of the contract.

7. **All cost and expenses associated with the preparation and submission of (RFBs, proposals, statements of qualifications (RFQ) and quotes shall be the responsiblitiy of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

8. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

13. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to heidi.ortiz@co.hidalgo.tx.us , BY NO LATER THAN 5:00 P.M. on November 11, 2015, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **November 13, 2015.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(all funding sources, programs & entities)
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2015-323-11-18-HGO

MAILING SERVICES AND BAR CODING		
DESCRIPTION	**PICK UP AND DELIVERY**	**BAR CODING**
Price per Letter Picked Up:		
Price per Package Picked Up:		
Price per Bulk Picked Up:		
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:		
Price per Federal Express Picked Up:		
Price per Lone Star Overnight Picked Up:		
Price per UPS Package Picked Up:		

NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2016, subject to Commissioner's Court approval through December 31, 2016. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.

All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

INTERNAL USE ONLY: Commodity Code# 915-58

Bidders Name:_____

Address:_____

City/State/Zip Code: _____

Phone №:_____ Fax №:_____

Authorized Signature:_____

Printed Name:_____ Date:_____

Title:_____ Email:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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 PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ HispanicAmerican ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 §

SERVICE CONTRACT
C-15-323-00-00

THIS CONTRACT is made and entered into this **00** day of **Month, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for Mailing Services (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibit "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "RFB" & the "Bid Page"); and

WHEREAS, in recognition of, and in consideration of, Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 1, 2016** and ending on **December 31, 2016,** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

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submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

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100 E. Cano
Edinburg, Texas 78539

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Contract may be terminated by "County" in lieu thereof without cause upon thirty (30) days written notice.

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

16. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Contract, Buyer may terminate this Contract upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Immunities.** Nothing in this Agreement is intended to, and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the

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state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2015.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

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EXHIBIT "B"

BID PAGE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(all funding sources, programs & entities)
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2015-323-11-18-HGO

MAILING SERVICES AND BAR CODING		
DESCRIPTION	**PICK UP AND DELIVERY**	**BAR CODING**
Price per Letter Picked Up:	-0-	$0.067
Price per Package Picked Up:	-0-	$ 0.067
Price per Bulk Picked Up:	-0-	$0.067
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	-0-	$0.055 ← 0.055
Price per Federal Express Picked Up:	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-

NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2016, subject to Commissioner's Court approval through December 31, 2016. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.

All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

INTERNAL USE ONLY: Commodity Code# 915-58

Bidders Name: Upper Valley Mail Services, LLC
Address: 1418 Beech Ave, Ste 109
City/State/Zip Code: McAllen TX 78501
Phone №: (956) 668-7678 Fax №: (956) 630-0825
Authorized Signature:
Printed Name: Patricia Hettler Date: 11/13/15
Title: Owner Email: postman217@aol.com

OPENED 9:35 11-18-15 Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 N McColl Rd Suite 105 McAllen TX 78501	**CONTACT NAME:** Mary Villarreal **PHONE (A/C, No, Ext):** 956-668-3515 **FAX (A/C, No):** 956-687-1286 **E-MAIL ADDRESS:** mvillarreal@higginbotham.net
INSURED UPPER3 Upper Valley Mail Services LLC 1418 Beech Ste 109 McAllen TX 78501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American States Ins Co of Texas / 19712 **INSURER B :** Texas Mutual Insurance Company / 22945 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2105032575 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			25CC2673027	2/22/2015	2/22/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			01CI1903367	2/22/2015	2/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SBP0001290472	7/19/2015	7/19/2016	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured applicable on General Liability per Endorsement #CG7635 in favor of certificate holder

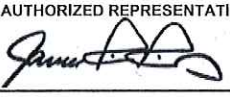
CERTIFICATE HOLDER

Hidalgo County
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 **heidi.ortiz@co.hidalgo.tx.us**

RE: RFB No. 2015-323-11-18-HGO - "Mailing Services"

From : Steve Crain <scrain@atlashall.com> Mon, Dec 07, 2015 12:46 PM

Subject : RE: RFB No. 2015-323-11-18-HGO - "Mailing Services"

To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Good to go.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, December 07, 2015 12:00 PM
To: Crain, Steve <scrain@atlashall.com>
Subject: RFB No. 2015-323-11-18-HGO - "Mailing Services"

Good morning Mr. Crain:

Attached is the final contract for the Mailing Services with the current acord insurance form for your review and approval.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III

Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Daniel Flores
Hidalgo County Facilities Management

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Dept.

DATE: November 18, 2015

RE: **BID AWARD CONCURRENCE REQUEST**
Bid No. 2015-323-11-18-HGO-Hidalgo County (All Funding Sources)-"Mailing Services"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of the bid response for your review and recommendation.

Please acknowledge by signing below, of your concurrence to award to the Sole 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, 2015, no later than 10:00 A.M.** in order to place this item on the agenda for the next Commissioners Court Meeting.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4877. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:

BUDGET ACCOUNT #: 5-1100-419-40-220-001-0-535

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	David Ramon	220	11/24/15

Enclosures

TABULATION SHEET
HIDALGO COUNTY
"MAILING SERVICES"
BID NO.: 2015-323-11-18-HGO

MAILING SERVICES AND BAR CODING		
Vendors Name	Upper Valley Mailing Services 1418 Beech Ste 109 McAllen, TX 78501 **SOLE BIDDER**	
DESCRIPTION	**PICK UP AND DELIVERY**	**BAR CODING**
Price per Letter Picked Up:	-0-	0.067
Price per Package Picked Up:	-0-	0.067
Price per Bulk Picked Up:	-0-	0.067
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	-0-	0.055
Price per Federal Express Picked Up:	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-

AI-52673 **Purchasing Department** **22. B. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase through HC membership/participation with TASB-BuyBoard Cooperative Purchasing Program's Contract [#414-12], awarded vendor, Staples Advantage [the furniture/accessories items detailed in the attached documentation] so as to process requisition [after verification/confirmation of proposal and funding] for issuance of PO and thus lock-in pricing prior to 3% increase after 12-22-15].

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See this agenda for funding and appropriation of this item through .DBM

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See agenda Item #52679 for funding.

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/11/2015 05:00 PM
Budget & Management	Veronica Ortiz	12/11/2015 05:14 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Marty Salazar Started On: 12/11/2015 04:03 PM

Final Approval Date: 12/11/2015

business interiors by STAPLES

Phone:
Fax:

QUOTATION

SOLD TO:

Sylvia Solis
Hidalgo County District Attorney
100 N. Closner Blvd
Edinburg TX 78539
956-292-7604 x 808

SHIP TO:

Sylvia Solis
Hidalgo County District Attorney
100 N. Closner Blvd
Edinburg TX 78539
956-292-7604 x 808

Project:

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty	Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
1	1		**TASB Buy Board Contract # 414-12**	$0.00	$0.00	**$0.00**	**$0.00**
					Discount from List:		0.00
			Tag For:				
			National Product 54%				
			HON Casegoods & Seating 59.1%				
			HON Systems 71.9%				
2	6	HON H4049	**Olson Stacker 4040 Non-Ganging Chr Glides(Box of 48)**	$81.00	$486.00	**$33.13**	**$198.78**
					Discount from List:		59.10
			Tag For: Break Room				
3	6	HON H4041	**Olson Stacker 4040 Series Polymer St&Back 4-Ctn**	$610.00	$3,660.00	**$249.49**	**$1,496.94**
					Discount from List:		59.10
			Tag For: Break Room				
			Select Shell Color .ON CLR: Onyx				
			Select Frame Color .Y FRAME: Chrome				
4	6	HON HBBX36	**Hospitality Tbl 3" Dia. Single Column Base 36" x 36"**	$224.00	$1,344.00	**$91.62**	**$549.72**
					Discount from List:		59.10
			Tag For: Break Room				
			Select Base Color .P Color: Black				

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
5	6	HON	H1121	**Hospitality Tbl Rnd Hosp Top w/ T-Mld Edg 36" Dia**	$238.00	$1,428.00	**$97.34**	**$584.04**
						Discount from List:		59.10
				Tag For: Break Room				
				Select High Pressure Laminate .N Lam: Mahogany				
				Select Standard T-Mold Color .N T-Mold: Mahogany				
6	10	NOF	48-GC	**ARLINGTON,GUEST,HI-BACK**	$1,066.00	$10,660.00	**$490.36**	**$4,903.60**
						Discount from List:		54.00
				Tag For: DA LOBBY				
				UPHOLSTERY GRADE 2 GRADE 2				
				PRIMARY UPH PATTERN COLC 22147 SEDONA MESA				
				FINISH DW JUDICIAL				
7	1	HON	HHR01	**Versant Single Seat Leg Base Design w/Arms**	$1,102.00	$1,102.00	**$450.72**	**$450.72**
						Discount from List:		59.10
				Tag For: Lobby				
				Select Glide/Boot Option .R Opt: Protective Vinyl Boot				
				Select Upholstery for HR01 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
				Frame Paint Options .T1 FRAME: Platinum Metallic				
8	8	HON	HHR02	**Versant Two-Seat Leg Base Design w/Center & End Arms**	$1,907.00	$15,256.00	**$779.96**	**$6,239.68**
						Discount from List:		59.10
				Tag For: Lobby				
				Select Glide/Boot Option .R Opt: Protective Vinyl Boot				
				Select Upholstery for HR02 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
				Frame Paint Options .T1 FRAME: Platinum Metallic				
9	14	HON	HIGS6	**Ignition Guest/Multi-Purpose Chair Four-Leg Stacking**	$422.00	$5,908.00	**$172.60**	**$2,416.40**
						Discount from List:		59.10
				Tag For: Lobby				
				Select Arm Type .F Arm: Fixed				
				Select Caster/Glide Option .E Glide				

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				Select Back	.U	Back: Upholstered				
				Select Upholstery	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	.SMOMCNT	Uph:Canter				
				Uph: Canter	39	Color: Canter Onyx				
				Select Frame Color	.PLAT	Textured Platinum Metallic				
10	**5**	**HON**	**HIWM3**	**Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld**			$758.00	$3,790.00	**$310.02**	**$1,550.10**
								Discount from List:		59.10
				Tag For: Rec. chair						
				Select Arm Type	.D	Arm: Height Width & Depth Adj				
				Select Caster Option	.S	CASTER: Soft				
				Select Back	.U	Back: Upholstered				
				Select Upholstery	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	.SMOMCNT	Uph:Canter				
				Uph: Canter	39	Color: Canter Onyx				
				Select Frame Color	.T	FRAME: Black				
				Select Base	.SB	Base: Standard Black				
11	**1**	**HON**	**H6541**	**6540 Series Ex HB Mid-Range Knee-Tilt Tilt-Lock Pneu**			$1,022.00	$1,022.00	**$418.00**	**$418.00**
								Discount from List:		59.10
				Tag For: T-1						
				Wood Finish Selection	.N	FINISH: Mahogany				
				Select Upholstery for 6541	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	...	Skipped Option				
12	**6**	**HON**	**H6545**	**6540 Series Guest Leg Base**			$780.00	$4,680.00	**$319.02**	**$1,914.12**
								Discount from List:		59.10
				Tag For: T-1						
				Wood Finish Selection	.N	FINISH: Mahogany				
				Select Upholstery for 6545	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	...	Skipped Option				
13	**1**	**NOF**	**TBW-4CW**	**BARRINGTON,32WX28H,QUEEN ANNE BASE,WOOD,CORDOVAN**			$1,264.00	$1,264.00	**$581.44**	**$581.44**
								Discount from List:		54.00
				Tag For: T-1						

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
14	**2**	**NOF**	**50N3452BCOFW**	**BARRINGTON,34WX52H,BOOKCASE,OPEN,FREESTANDING**	$1,206.00	$2,412.00	**$554.76**	**$1,109.52**
						Discount from List:		54.00
			Tag For:	T-1				
				FINISH DW JUDICIAL				
15	**1**	**NOF**	**50N7149HBHGW**	**BARRINGTON,71WX49H,HIGHBACK ORGANIZER,GLASS DOORS**	$4,121.00	$4,121.00	**$1,895.66**	**$1,895.66**
						Discount from List:		54.00
			Tag For:	T-1				
				PULL 81AB CLASSIC,ANTIQUE BRASS				
				FINISH DW JUDICIAL				
16	**1**	**NOF**	**91NB1850CSW**	**MYRIAD,18DX50W,CONSOLE TABLE,WOOD**	$1,808.00	$1,808.00	**$831.68**	**$831.68**
						Discount from List:		54.00
			Tag For:	T-1				
				FINISH DW JUDICIAL				
				PAINT COLOR 462 CINDER				
17	**1**	**NOF**	**50N3672DTQW**	**BARRINGTON,36DX72W,DESK,TABLE,QUEEN ANNE,WOOD**	$2,744.00	$2,744.00	**$1,262.24**	**$1,262.24**
						Discount from List:		54.00
			Tag For:	T-1				
				PULL 81AB CLASSIC,ANTIQUE BRASS				
				FINISH APPLICATION R STANDARD				
				FINISH DW JUDICIAL				
18	**1**	**NOF**	**50NN42RDW**	**BARRINGTON,42DIA,CONFERENCE TOP,ROUND,WOOD**	$1,504.00	$1,504.00	**$691.84**	**$691.84**
						Discount from List:		54.00
			Tag For:	T-1				
				GROMMET X NO GROMMET				
				FINISH APPLICATION R STANDARD				
				FINISH DW JUDICIAL				
19	**1**	**NOF**	**50N2172CKFW2**	**BARRINGTON,21DX72W,CREDENZA,KNEESPACE,WOOD**	$3,085.00	$3,085.00	**$1,419.10**	**$1,419.10**
						Discount from List:		54.00
			Tag For:	T-1				
				PULL 81AB CLASSIC,ANTIQUE BRASS				
				LOCK KRB RANDOM CORE,INSTALLED,BLACK				
				FINISH APPLICATION R STANDARD				

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				FINISH	DW	JUDICIAL				
20	**1**	**NOF**	**50N1468CPBW**	**BARRINGTON,14DX68W,BASE**			$303.00	$303.00	**$139.38**	**$139.38**
								Discount from List:		54.00
				Tag For: T-1						
				FINISH	DW	JUDICIAL				
21	**1**	**NOF**	**50N1469CPCFW**	**BARRINGTON,14DX69W,CORNICE FRAME**			$510.00	$510.00	**$234.60**	**$234.60**
								Discount from List:		54.00
				Tag For: T-1						
				FINISH	DW	JUDICIAL				
22	**16**	**HON**	**HIWM3**	**Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld**			$758.00	$12,128.00	**$310.02**	**$4,960.32**
								Discount from List:		59.10
				Tag For: T-10						
				Select Arm Type	.D	Arm: Height Width & Depth Adj				
				Select Caster Option	.S	CASTER: Soft				
				Select Back	.U	Back: Upholstered				
				Select Upholstery	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	.SMOMCNT	Uph:Canter				
				Uph: Canter	39	Color: Canter Onyx				
				Select Frame Color	.T	FRAME: Black				
				Select Base	.SB	Base: Standard Black				
23	**8**	**HON**	**HMVR-2460G-FX**	**Motivate Table Rect 24Dx60W 2mm Edge Fixed Base**			$824.00	$6,592.00	**$337.02**	**$2,696.16**
								Discount from List:		59.10
				Tag For: T-10						
				Select Grommet Location	.G	3" Round Grommet (2-groments)				
				Select Grade	$(L1CORE)	L1 Core Lam Opts				
				Select Laminate	.N	Mahogany				
				Select Edge Color	.N	Mahogany				
				Select Caster/Glide Option	.C	Caster				
				Select Paint Grade	$(CORE)	Paint Grade: Core Paint				
				Select Paint Color	.T5	Greige				

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
24	12	HON	H6545	**6540 Series Guest Leg Base**	$780.00	$9,360.00	**$319.02**	**$3,828.24**
						Discount from List:		59.10
				Tag For: T-11				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6545 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				
25	3	HON	HTLXP42	**Preside Laminate Panel X Base for 42" Tops**	$383.00	$1,149.00	**$156.65**	**$469.95**
						Discount from List:		59.10
				Tag For: T-11				
				Select Laminate Finish .N LAM: Mahogany				
26	3	HON	HTLD42	**Preside 42"Round Shaped Laminate Top**	$412.00	$1,236.00	**$168.51**	**$505.53**
						Discount from List:		59.10
				Tag For: T-11				
				Edge Option .G 2MM/Flat				
				Select Edge Finish N Edge: Mahogany				
				Select Grommet .N No Grommets				
				Select Laminate .N LAM: Mahogany				
27	1	HON	HH870960	**Tasklight 60W**	$221.00	$221.00	**$90.39**	**$90.39**
						Discount from List:		59.10
				Tag For: T-2				
28	1	HON	HPE202	**Penn Ave 71 3/4Wx16Dx43 3/16H Stack-on Stg/Glass Doors**	$3,067.00	$3,067.00	**$1,254.40**	**$1,254.40**
						Discount from List:		59.10
				Tag For: T-2				
				Select Veneer Color .NN VEN: Mahogany				
29	1	HON	HPE203	**Penn Ave Stack-on Bookcase**	$1,344.00	$1,344.00	**$549.70**	**$549.70**
						Discount from List:		59.10
				Tag For: T-2				
				Select Veneer Color .NN VEN: Mahogany				
30	1	HON	HPE302	**Penn Ave 2 Drawer Lateral File 36Wx20Dx29H**	$2,075.00	$2,075.00	**$848.68**	**$848.68**
						Discount from List:		59.10
				Tag For: T-2				

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				Select Veneer Color	.NN	VEN: Mahogany				
31	**1**	**HON**	**HPE722**	**Penn Ave 72Wx20Dx30 1/2H Credenza w/Kneespace Box/File**			$3,030.00	$3,030.00	**$1,239.27**	**$1,239.27**
								Discount from List:		59.10
				Tag For: T-2						
				Select Veneer Color	.NN	VEN: Mahogany				
32	**1**	**HON**	**HPE741**	**Penn Ave 72Wx36Dx30 1/2H Dbl Ped Desk 2-2**			$3,536.00	$3,536.00	**$1,446.22**	**$1,446.22**
								Discount from List:		59.10
				Tag For: T-2						
				Select Veneer Color	.NN	VEN: Mahogany				
33	**1**	**HON**	**H90034**	**Tackboard for Model 10734 with10738 Enclosure**			$260.00	$260.00	**$106.34**	**$106.34**
								Discount from List:		59.10
				Tag For: T-2						
				Fabric Selection	$(3)	GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC	~	Undecided FABRIC Option				
34	**1**	**HON**	**H6541**	**6540 Series Ex HB Mid-Range Knee-Tilt Tilt-Lock Pneu**			$1,022.00	$1,022.00	**$418.00**	**$418.00**
								Discount from List:		59.10
				Tag For: T-2						
				Wood Finish Selection	.N	FINISH: Mahogany				
				Select Upholstery for 6541	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	...	Skipped Option				
35	**2**	**HON**	**H6545**	**6540 Series Guest Leg Base**			$780.00	$1,560.00	**$319.02**	**$638.04**
								Discount from List:		59.10
				Tag For: T-2						
				Wood Finish Selection	.N	FINISH: Mahogany				
				Select Upholstery for 6545	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	...	Skipped Option				
36	**1**	**HON**	**HH870960**	**Tasklight 60W**			$221.00	$221.00	**$90.39**	**$90.39**
								Discount from List:		59.10
				Tag For: T-3						

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
37	**1**	**HON**	**HPE302**	**Penn Ave 2 Drawer Lateral File 36Wx20Dx29H**	$2,075.00	$2,075.00	**$848.68**	**$848.68**
						Discount from List:		59.10
				Tag For: T-3				
				Select Veneer Color .NN VEN: Mahogany				
38	**1**	**HON**	**HPE203**	**Penn Ave Stack-on Bookcase**	$1,344.00	$1,344.00	**$549.70**	**$549.70**
						Discount from List:		59.10
				Tag For: T-3				
				Select Veneer Color .NN VEN: Mahogany				
39	**1**	**HON**	**HPE202**	**Penn Ave 71 3/4Wx16Dx43 3/16H Stack-on Stg/Glass Doors**	$3,067.00	$3,067.00	**$1,254.40**	**$1,254.40**
						Discount from List:		59.10
				Tag For: T-3				
				Select Veneer Color .NN VEN: Mahogany				
40	**1**	**HON**	**HPE601**	**Penn Ave 48Wx24Dx29H Bridge with Modesty**	$1,096.00	$1,096.00	**$448.26**	**$448.26**
						Discount from List:		59.10
				Tag For: T-3				
				Select Veneer Color .NN VEN: Mahogany				
41	**1**	**HON**	**HPE727L**	**Penn Ave 72Wx20Dx30 1/2H Credenza w/36" Lateral LT**	$2,455.00	$2,455.00	**$1,004.10**	**$1,004.10**
						Discount from List:		59.10
				Tag For: T-3				
				Select Veneer Color .NN VEN: Mahogany				
42	**1**	**HON**	**HPE742R**	**Penn Ave 72Wx36Dx30 1/2H Single Ped Desk RT Box/File**	$2,976.00	$2,976.00	**$1,217.18**	**$1,217.18**
						Discount from List:		59.10
				Tag For: T-3				
				Select Veneer Color .NN VEN: Mahogany				
43	**1**	**HON**	**H90034**	**Tackboard for Model 10734 with10738 Enclosure**	$260.00	$260.00	**$106.34**	**$106.34**
						Discount from List:		59.10
				Tag For: T-3				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
44	**5**	**HON**	**H6541**	**6540 Series Ex HB Mid-Range Knee-Tilt Tilt-Lock Pneu**	$1,022.00	$5,110.00	**$418.00**	**$2,090.00**
						Discount from List:		59.10
				Tag For: T-3				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6541 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				
45	**2**	**HON**	**H6545**	**6540 Series Guest Leg Base**	$780.00	$1,560.00	**$319.02**	**$638.04**
						Discount from List:		59.10
				Tag For: T-3				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6545 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				
46	**1**	**HON**	**HTLT72**	**Preside Laminate Traditional Pnl Base For 72"W Table Tops**	$653.00	$653.00	**$267.08**	**$267.08**
						Discount from List:		59.10
				Tag For: T-3				
				Select Laminate Finish .N LAM: Mahogany				
47	**1**	**HON**	**HTLC3672**	**Preside 72W x 36D Rectangular Shaped Laminate Top**	$600.00	$600.00	**$245.40**	**$245.40**
						Discount from List:		59.10
				Tag For: T-3				
				Edge Option .V Tri Oval				
				Select Edge Finish N Edge: Mahogany				
				Select Grommet .N No Grommets				
				Select Laminate .N LAM: Mahogany				
48	**1**	**HON**	**HH870960**	**Tasklight 60W**	$221.00	$221.00	**$90.39**	**$90.39**
						Discount from List:		59.10
				Tag For: T-3A				
49	**1**	**HON**	**HPE202**	**Penn Ave 71 3/4Wx16Dx43 3/16H Stack-on Stg/Glass Doors**	$3,067.00	$3,067.00	**$1,254.40**	**$1,254.40**
						Discount from List:		59.10
				Tag For: T-3A				
				Select Veneer Color .NN VEN: Mahogany				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
50	1	HON	HPE105	**Penn Ave 33Wx13Dx72H Bookcase 5-Shelf**	$2,075.00	$2,075.00	**$848.68**	**$848.68**
						Discount from List:		59.10
				Tag For: T-3A				
				Select Veneer Color .NN VEN: Mahogany				
51	1	HON	HPE601	**Penn Ave 48Wx24Dx29H Bridge with Modesty**	$1,096.00	$1,096.00	**$448.26**	**$448.26**
						Discount from List:		59.10
				Tag For: T-3A				
				Select Veneer Color .NN VEN: Mahogany				
52	1	HON	HPE727L	**Penn Ave 72Wx20Dx30 1/2H Credenza w/36" Lateral LT**	$2,455.00	$2,455.00	**$1,004.10**	**$1,004.10**
						Discount from List:		59.10
				Tag For: T-3A				
				Select Veneer Color .NN VEN: Mahogany				
53	1	HON	HPE742R	**Penn Ave 72Wx36Dx30 1/2H Single Ped Desk RT Box/File**	$2,976.00	$2,976.00	**$1,217.18**	**$1,217.18**
						Discount from List:		59.10
				Tag For: T-3A				
				Select Veneer Color .NN VEN: Mahogany				
54	1	HON	H90034	**Tackboard for Model 10734 with10738 Enclosure**	$260.00	$260.00	**$106.34**	**$106.34**
						Discount from List:		59.10
				Tag For: T-3A				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				
55	5	HON	H6541	**6540 Series Ex HB Mid-Range Knee-Tilt Tilt-Lock Pneu**	$1,022.00	$5,110.00	**$418.00**	**$2,090.00**
						Discount from List:		59.10
				Tag For: T-3A				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6541 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				
56	2	HON	H6545	**6540 Series Guest Leg Base**	$780.00	$1,560.00	**$319.02**	**$638.04**
						Discount from List:		59.10
				Tag For: T-3A				
				Wood Finish Selection .N FINISH: Mahogany				

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Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				Select Upholstery for 6545	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	...	Skipped Option				
57	**1**	**HON**	**H94011**	**Queen Anne Base Kit**			$588.00	$588.00	**$240.49**	**$240.49**
								Discount from List:		59.10
			Tag For:	T-3A						
				Select Laminate Color	.N	LAM: Mahogany				
58	**1**	**HON**	**HTVD42**	**Preside 42"Round Shaped Veneer Top**			$1,674.00	$1,674.00	**$684.67**	**$684.67**
								Discount from List:		59.10
			Tag For:	T-3A						
				Edge Option	.V	Tri Oval				
				Select Grommet	~	Undecided GROMMET Option				
				Select Finish	.N	VEN: Mahogany				
59	**12**	**HON**	**HRVFSB24**	**Abound 24"W Segment Bar**			$15.00	$180.00	**$4.22**	**$50.64**
								Discount from List:		71.90
			Tag For:	T-4						
60	**36**	**HON**	**HRVFSB30**	**Abound 30"W Segment Bar**			$15.00	$540.00	**$4.22**	**$151.92**
								Discount from List:		71.90
			Tag For:	T-4						
61	**60**	**HON**	**HRVFSB36**	**Abound 36"W Segment Bar**			$16.00	$960.00	**$4.50**	**$270.00**
								Discount from List:		71.90
			Tag For:	T-4						
62	**12**	**HON**	**HH870930**	**Tasklight 30W**			$189.00	$2,268.00	**$53.11**	**$637.32**
								Discount from List:		71.90
			Tag For:	T-4						
63	**6**	**HON**	**HH871130**	**Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems**			$109.00	$654.00	**$30.63**	**$183.78**
								Discount from List:		71.90
			Tag For:	T-4						
64	**6**	**HON**	**HH871142**	**Electrical Pass-Thru Cable 42W 3-1 & 2-2 Systems**			$115.00	$690.00	**$32.32**	**$193.92**
								Discount from List:		71.90
			Tag For:	T-4						

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
65	2	HON	HH871224	**Electrical Power Harness 24W 3-1 & 2-2 Systems**	$177.00	$354.00	**$49.74**	**$99.48**
						Discount from List:		71.90
				Tag For: T-4				
66	2	HON	HH879072	**Base In-Feed Cable Base 3-1 & 2-2 Systems**	$197.00	$394.00	**$55.36**	**$110.72**
						Discount from List:		71.90
				Tag For: T-4				
67	20	HON	HRVT4536T	**Abound Fabric Tile 45H x 36W**	$128.00	$2,560.00	**$35.97**	**$719.40**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection ... Skipped Option				
68	12	HON	HH873501	**Circuit 1**	$35.00	$420.00	**$9.84**	**$118.08**
						Discount from List:		71.90
				Tag For: T-4				
				Select Color .SHDW Color: Shadow				
69	12	HON	HH873503	**Circuit 3**	$35.00	$420.00	**$9.84**	**$118.08**
						Discount from List:		71.90
				Tag For: T-4				
				Select Color .SHDW Color: Shadow				
70	12	HON	HHN831124	**Flat Bracket 24D**	$53.00	$636.00	**$14.89**	**$178.68**
						Discount from List:		71.90
				Tag For: T-4				
				Select Color Option .S Color: Charcoal				
71	4	HON	HRVF6524	**Abound Panel Frame 65Hx24W**	$263.00	$1,052.00	**$73.90**	**$295.60**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
72	4	HON	HRVT4524T	**Abound Fabric Tile 45H x 24W**	$112.00	$448.00	**$31.47**	**$125.88**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: Fabric Grade III				

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Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				SELECT GRADE 3 FABRIC	~	Undecided FABRIC Option				
73	**4**	**HON**	**HRVT1524G**	**Abound 15" High Clear Glass Tile 15H x 24W**			$395.00	$1,580.00	**$111.00**	**$444.00**
								Discount from List:		71.90
				Tag For: T-4						
				Select Paint Color	$(CORE)	PAINT: Select Core Paint				
				Select Core Paint	.SHDW	PAINT: Shadow				
74	**4**	**HON**	**HRVT3024HS**	**Abound 30H x 24W Hardsurface Tile and Mounting Kit**			$222.00	$888.00	**$62.38**	**$249.52**
								Discount from List:		71.90
				Tag For: T-4						
				Laminate Selection	.N	LAM: Mahogany				
				Select Paint Color	.SHDW	PAINT: Shadow				
75	**4**	**HON**	**HRVT1524HS**	**Abound 15H x 24W Hardsurface Tile and Mounting Kit**			$180.00	$720.00	**$50.58**	**$202.32**
								Discount from List:		71.90
				Tag For: T-4						
				Laminate Selection	.N	LAM: Mahogany				
				Select Paint Color	.SHDW	PAINT: Shadow				
76	**18**	**HON**	**HRVF6530**	**Abound Panel Frame 65Hx30W**			$274.00	$4,932.00	**$76.99**	**$1,385.82**
								Discount from List:		71.90
				Tag For: T-4						
				Select Paint Color	$(CORE)	PAINT: Select Core Paint				
				Select Core Paint	.SHDW	PAINT: Shadow				
77	**12**	**HON**	**HRVT4530T**	**Abound Fabric Tile 45H x 30W**			$127.00	$1,524.00	**$35.69**	**$428.28**
								Discount from List:		71.90
				Tag For: T-4						
				Fabric Selection	$(3)	GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC	...	Skipped Option				
78	**12**	**HON**	**HRVT1530G**	**Abound 15" High Clear Glass Tile 15H x 30W**			$419.00	$5,028.00	**$117.74**	**$1,412.88**
								Discount from List:		71.90
				Tag For: T-4						
				Select Paint Color	$(CORE)	PAINT: Select Core Paint				
				Select Core Paint	.SHDW	PAINT: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
79	**12**	**HON**	**HRVT3030HS**	**Abound 30H x 30W Hardsurface Tile and Mounting Kit**	$239.00	$2,868.00	**$67.16**	**$805.92**
						Discount from List:		71.90
			Tag For:	T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
80	**12**	**HON**	**HRVT1530HS**	**Abound 15H x 30W Hardsurface Tile and Mounting Kit**	$190.00	$2,280.00	**$53.39**	**$640.68**
						Discount from List:		71.90
			Tag For:	T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
81	**24**	**HON**	**HRVF6536**	**Abound Panel Frame 65Hx36W**	$289.00	$6,936.00	**$81.21**	**$1,949.04**
						Discount from List:		71.90
			Tag For:	T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
82	**20**	**HON**	**HRVT1536G**	**Abound 15" High Clear Glass Tile 15H x 36W**	$443.00	$8,860.00	**$124.48**	**$2,489.60**
						Discount from List:		71.90
			Tag For:	T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
83	**20**	**HON**	**HRVT3036HS**	**Abound 30H x 36W Hardsurface Tile and Mounting Kit**	$265.00	$5,300.00	**$74.47**	**$1,489.40**
						Discount from List:		71.90
			Tag For:	T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
84	**20**	**HON**	**HRVT1536HS**	**Abound 15H x 36W Hardsurface Tile and Mounting Kit**	$204.00	$4,080.00	**$57.32**	**$1,146.40**
						Discount from List:		71.90
			Tag For:	T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
85	12	HON	HRVT6030T	**Abound Fabric Tile 60H x 30W**	$162.00	$1,944.00	**$45.52**	**$546.24**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				
86	8	HON	HRVT6036T	**Abound Fabric Tile 60H x 36W**	$183.00	$1,464.00	**$51.42**	**$411.36**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				
87	6	HON	HRVF6542	**Abound Panel Frame 65Hx42W**	$303.00	$1,818.00	**$85.14**	**$510.84**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
88	12	HON	HRVT6042T	**Abound Fabric Tile 60H x 42W**	$200.00	$2,400.00	**$56.20**	**$674.40**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				
89	12	HON	HCTL182	**18D Cantilever One Pair**	$51.00	$612.00	**$14.33**	**$171.96**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
90	16	HON	HRVC65PF	**Abound Finished End Painted 65"**	$81.00	$1,296.00	**$22.76**	**$364.16**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
91	**12**	**HON**	**HRVC65PL**	**Abound L Connector Painted 65"**	$134.00	$1,608.00	**$37.65**	**$451.80**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
92	**4**	**HON**	**HRVC65PT**	**Abound Connector T - Painted 65"**	$134.00	$536.00	**$37.65**	**$150.60**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
93	**4**	**HON**	**HRVC65PX**	**Abound X Connector Painted 65"**	$129.00	$516.00	**$36.25**	**$145.00**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
94	**38**	**HON**	**HWSB2**	**Worksurface Bracket Kit**	$38.00	$1,444.00	**$10.68**	**$405.84**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
95	**12**	**HON**	**HRVOH42FM**	**Abound Overhead-Metal Flipper Door 42"**	$498.00	$5,976.00	**$139.94**	**$1,679.28**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
				Select Lock Option .X Lock: Omit Lock				
96	**12**	**HON**	**HWR2442P**	**Systems Rectangular Worksurface Edgeband 24D x 42W**	$392.00	$4,704.00	**$110.15**	**$1,321.80**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Edgeband Color .N EDGE: Mahogany				
				Select Grommet Color .SHDW Grommet: Shadow				

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Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				Select Cantilever	.C	With Cantilever				
				Select Paint	SHDW	PAINT: Shadow				
97	**12**	**HON**	**HWR3072P**	**Systems Rectangular Worksurface Edgeband 30D x 72W**			$598.00	$7,176.00	**$168.04**	**$2,016.48**
								Discount from List:		71.90
				Tag For: T-4						
				Laminate Selection	.N	LAM: Mahogany				
				Select Edgeband Color	.N	EDGE: Mahogany				
				Select Grommet Color	.SHDW	Grommet: Shadow				
				Select Cantilever	.C	With Cantilever				
				Select Paint	SHDW	PAINT: Shadow				
98	**6**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**			$32.00	$192.00	**$8.99**	**$53.94**
								Discount from List:		71.90
				Tag For: T-4						
				Select Key Number	.X101E	KEY NUMBER: 101E				
99	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**			$32.00	$96.00	**$8.99**	**$26.97**
								Discount from List:		71.90
				Tag For: T-4						
				Select Key Number	.X102E	KEY NUMBER: 102E				
100	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**			$32.00	$96.00	**$8.99**	**$26.97**
								Discount from List:		71.90
				Tag For: T-4						
				Select Key Number	.X103E	KEY NUMBER: 103E				
101	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**			$32.00	$96.00	**$8.99**	**$26.97**
								Discount from List:		71.90
				Tag For: T-4						
				Select Key Number	.X104E	KEY NUMBER: 104E				
102	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**			$32.00	$96.00	**$8.99**	**$26.97**
								Discount from List:		71.90
				Tag For: T-4						
				Select Key Number	.X105E	KEY NUMBER: 105E				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
103	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X106E KEY NUMBER: 106E				
104	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X107E KEY NUMBER: 107E				
105	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X108E KEY NUMBER: 108E				
106	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X109E KEY NUMBER: 109E				
107	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X111E KEY NUMBER: 111E				
108	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X112E KEY NUMBER: 112E				
109	12	HON	H36723N	**Brigade Ped "N" Pull Freestanding B/B/F 23"D x 28"H**	$525.00	$6,300.00	**$147.53**	**$1,770.36**
						Discount from List:		71.90
				Tag For: T-4				
				Select Lock Option .L Lock: Lock				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Paint .SHDW Paint: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
110	12	HON	H36823N	**Brigade Ped "N" Pull Freestanding F/F 23"D x 28"H**	$525.00	$6,300.00	**$147.53**	**$1,770.36**
						Discount from List:		71.90
				Tag For: T-4				
				Select Lock Option .L Lock: Lock				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Paint .SHDW Paint: Shadow				
111	12	HON	HIWM3	**Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld**	$758.00	$9,096.00	**$310.02**	**$3,720.24**
						Discount from List:		59.10
				Tag For: T-4				
				Select Arm Type .D Arm: Height Width & Depth Adj				
				Select Caster Option .S CASTER: Soft				
				Select Back .U Back: Upholstered				
				Select Upholstery $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
				Select Frame Color .T FRAME: Black				
				Select Base .SB Base: Standard Black				
112	12	HON	HRVFSB24	**Abound 24"W Segment Bar**	$15.00	$180.00	**$4.22**	**$50.64**
						Discount from List:		71.90
				Tag For: T-4				
113	48	HON	HRVFSB30	**Abound 30"W Segment Bar**	$15.00	$720.00	**$4.22**	**$202.56**
						Discount from List:		71.90
				Tag For: T-4				
114	84	HON	HRVFSB36	**Abound 36"W Segment Bar**	$16.00	$1,344.00	**$4.50**	**$378.00**
						Discount from List:		71.90
				Tag For: T-4				
115	16	HON	HH870930	**Tasklight 30W**	$189.00	$3,024.00	**$53.11**	**$849.76**
						Discount from List:		71.90
				Tag For: T-4				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
116	8	HON	HH871130	**Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems**	$109.00	$872.00	**$30.63**	**$245.04**
						Discount from List:		71.90
				Tag For: T-4				
117	8	HON	HH871142	**Electrical Pass-Thru Cable 42W 3-1 & 2-2 Systems**	$115.00	$920.00	**$32.32**	**$258.56**
						Discount from List:		71.90
				Tag For: T-4				
118	2	HON	HH871912	**Ceiling In-Feed Cable 144" long**	$204.00	$408.00	**$57.32**	**$114.64**
						Discount from List:		71.90
				Tag For: T-4				
119	16	HON	HRVT6042T	**Abound Fabric Tile 60H x 42W**	$159.00	$2,544.00	**$44.68**	**$714.88**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection ... Skipped Option				
120	2	HON	HEP65	**Integrated Power Poles 65"H-95"H Panels**	$227.00	$454.00	**$63.79**	**$127.58**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color .SHDW PAINT: Shadow				
121	16	HON	HH873501	**Circuit 1**	$35.00	$560.00	**$9.84**	**$157.44**
						Discount from List:		71.90
				Tag For: T-4				
				Select Color .SHDW Color: Shadow				
122	16	HON	HH873503	**Circuit 3**	$35.00	$560.00	**$9.84**	**$157.44**
						Discount from List:		71.90
				Tag For: T-4				
				Select Color .SHDW Color: Shadow				
123	16	HON	HHN831124	**Flat Bracket 24D**	$53.00	$848.00	**$14.89**	**$238.24**
						Discount from List:		71.90
				Tag For: T-4				
				Select Color Option .S Color: Charcoal				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
124	**2**	**HON**	**HRVP42P**	**Abound 42"W Power Pole Trim Kit**	$126.00	$252.00	**$35.41**	**$70.82**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color .SHDW PAINT: Shadow				
125	**4**	**HON**	**HRVF6524**	**Abound Panel Frame 65Hx24W**	$263.00	$1,052.00	**$73.90**	**$295.60**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
126	**4**	**HON**	**HRVT4524T**	**Abound Fabric Tile 45H x 24W**	$112.00	$448.00	**$31.47**	**$125.88**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				
127	**4**	**HON**	**HRVT1524G**	**Abound 15" High Clear Glass Tile 15H x 24W**	$395.00	$1,580.00	**$111.00**	**$444.00**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
128	**4**	**HON**	**HRVT3024HS**	**Abound 30H x 24W Hardsurface Tile and Mounting Kit**	$222.00	$888.00	**$62.38**	**$249.52**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
129	**4**	**HON**	**HRVT1524HS**	**Abound 15H x 24W Hardsurface Tile and Mounting Kit**	$180.00	$720.00	**$50.58**	**$202.32**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
130	24	HON	HRVF6530	**Abound Panel Frame 65Hx30W**	$274.00	$6,576.00	**$76.99**	**$1,847.76**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
131	16	HON	HRVT4530T	**Abound Fabric Tile 45H x 30W**	$127.00	$2,032.00	**$35.69**	**$571.04**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				
132	16	HON	HRVT1530G	**Abound 15" High Clear Glass Tile 15H x 30W**	$419.00	$6,704.00	**$117.74**	**$1,883.84**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
133	16	HON	HRVT3030HS	**Abound 30H x 30W Hardsurface Tile and Mounting Kit**	$239.00	$3,824.00	**$67.16**	**$1,074.56**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
134	16	HON	HRVT1530HS	**Abound 15H x 30W Hardsurface Tile and Mounting Kit**	$190.00	$3,040.00	**$53.39**	**$854.24**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
135	32	HON	HRVF6536	**Abound Panel Frame 65Hx36W**	$289.00	$9,248.00	**$81.21**	**$2,598.72**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
136	28	HON	HRVT4536T	**Abound Fabric Tile 45H x 36W**	$149.00	$4,172.00	**$41.87**	**$1,172.36**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				
137	28	HON	HRVT1536G	**Abound 15" High Clear Glass Tile 15H x 36W**	$443.00	$12,404.00	**$124.48**	**$3,485.44**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
138	28	HON	HRVT3036HS	**Abound 30H x 36W Hardsurface Tile and Mounting Kit**	$265.00	$7,420.00	**$74.47**	**$2,085.16**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
139	28	HON	HRVT1536HS	**Abound 15H x 36W Hardsurface Tile and Mounting Kit**	$204.00	$5,712.00	**$57.32**	**$1,604.96**
						Discount from List:		71.90
				Tag For: T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Paint Color .SHDW PAINT: Shadow				
140	16	HON	HRVT6030T	**Abound Fabric Tile 60H x 30W**	$162.00	$2,592.00	**$45.52**	**$728.32**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				
141	8	HON	HRVT6036T	**Abound Fabric Tile 60H x 36W**	$183.00	$1,464.00	**$51.42**	**$411.36**
						Discount from List:		71.90
				Tag For: T-4				
				Fabric Selection $(3) GRADE: III UPHOLSTERY				
				SELECT GRADE 3 FABRIC ... Skipped Option				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
142	**8**	**HON**	**HRVF6542**	**Abound Panel Frame 65Hx42W**	$303.00	$2,424.00	**$85.14**	**$681.12**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
143	**16**	**HON**	**HCTL182**	**18D Cantilever One Pair**	$51.00	$816.00	**$14.33**	**$229.28**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
144	**20**	**HON**	**HRVC65PF**	**Abound Finished End Painted 65"**	$81.00	$1,620.00	**$22.76**	**$455.20**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
145	**16**	**HON**	**HRVC65PL**	**Abound L Connector Painted 65"**	$134.00	$2,144.00	**$37.65**	**$602.40**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
146	**4**	**HON**	**HRVC65PT**	**Abound Connector T - Painted 65"**	$134.00	$536.00	**$37.65**	**$150.60**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
147	**6**	**HON**	**HRVC65PX**	**Abound X Connector Painted 65"**	$129.00	$774.00	**$36.25**	**$217.50**
						Discount from List:		71.90
				Tag For: T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
148	**50**	**HON**	**HWSB2**	**Worksurface Bracket Kit**	$38.00	$1,900.00	**$10.68**	**$534.00**
						Discount from List:		71.90
			Tag For:	T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
149	**16**	**HON**	**HRVOH42FM**	**Abound Overhead-Metal Flipper Door 42"**	$498.00	$7,968.00	**$139.94**	**$2,239.04**
						Discount from List:		71.90
			Tag For:	T-4				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Core Paint .SHDW PAINT: Shadow				
				Select Lock Option .X Lock: Omit Lock				
150	**16**	**HON**	**HWR2442P**	**Systems Rectangular Worksurface Edgeband 24D x 42W**	$392.00	$6,272.00	**$110.15**	**$1,762.40**
						Discount from List:		71.90
			Tag For:	T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Edgeband Color .N EDGE: Mahogany				
				Select Grommet Color .SHDW Grommet: Shadow				
				Select Cantilever .C With Cantilever				
				Select Paint SHDW PAINT: Shadow				
151	**16**	**HON**	**HWR3072P**	**Systems Rectangular Worksurface Edgeband 30D x 72W**	$598.00	$9,568.00	**$168.04**	**$2,688.64**
						Discount from List:		71.90
			Tag For:	T-4				
				Laminate Selection .N LAM: Mahogany				
				Select Edgeband Color .N EDGE: Mahogany				
				Select Grommet Color .SHDW Grommet: Shadow				
				Select Cantilever .C With Cantilever				
				Select Paint SHDW PAINT: Shadow				
152	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
			Tag For:	T-4				
				Select Key Number .X113E KEY NUMBER: 113E				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
153	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X114E KEY NUMBER: 114E				
154	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X115E KEY NUMBER: 115E				
155	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X116E KEY NUMBER: 116E				
156	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X117E KEY NUMBER: 117E				
157	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X118E KEY NUMBER: 118E				
158	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X119E KEY NUMBER: 119E				
159	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X120E KEY NUMBER: 120E				
160	3	HON	HF23C	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
				Select Key Number .X121E KEY NUMBER: 121E				
161	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X122E KEY NUMBER: 122E				
162	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X123E KEY NUMBER: 123E				
163	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X124E KEY NUMBER: 124E				
164	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X125E KEY NUMBER: 125E				
165	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X126E KEY NUMBER: 126E				
166	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X127E KEY NUMBER: 127E				
167	**3**	**HON**	**HF23C**	**Lock Core Replacement Kit Brushed Chrome**	$32.00	$96.00	**$8.99**	**$26.97**
						Discount from List:		71.90
				Tag For: T-4				
				Select Key Number .X128E KEY NUMBER: 128E				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
168	16	HON	H36723N	**Brigade Ped "N" Pull Freestanding B/B/F 23"D x 28"H**	$525.00	$8,400.00	**$147.53**	**$2,360.48**
						Discount from List:		71.90
				Tag For: T-4				
				Select Lock Option .L Lock: Lock				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Paint .SHDW Paint: Shadow				
169	16	HON	H36823N	**Brigade Ped "N" Pull Freestanding F/F 23"D x 28"H**	$525.00	$8,400.00	**$147.53**	**$2,360.48**
						Discount from List:		71.90
				Tag For: T-4				
				Select Lock Option .L Lock: Lock				
				Select Paint Color $(CORE) PAINT: Select Core Paint				
				Select Paint .SHDW Paint: Shadow				
170	16	HON	HIWM3	**Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld**	$758.00	$12,128.00	**$310.02**	**$4,960.32**
						Discount from List:		59.10
				Tag For: T-4				
				Select Arm Type .D Arm: Height Width & Depth Adj				
				Select Caster Option .S CASTER: Soft				
				Select Back .U Back: Upholstered				
				Select Upholstery $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
				Select Frame Color .T FRAME: Black				
				Select Base .SB Base: Standard Black				
171	7	HON	HH870960	**Tasklight 60W**	$221.00	$1,547.00	**$90.39**	**$632.73**
						Discount from List:		59.10
				Tag For: T-5				
172	6	HON	H94225	**94000 Series Bookcase 5-Shelf 35-3/4W 15D 78H**	$1,039.00	$6,234.00	**$424.95**	**$2,549.70**
						Discount from List:		59.10
				Tag For: T-5				
				Select Laminate Color .NN LAM: Mahogany				

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173	**1**	**HON**	**H94229**	**94000 Series 4-Dr Lateral 37-1/2Wx20-1/2Dx59-1/8H**	$2,054.00	$2,054.00	**$840.09**	**$840.09**
						Discount from List:		59.10
				Tag For: T-5				
				Select Laminate Color .NN LAM: Mahogany				
174	**7**	**HON**	**H10738**	**10700 Series Back Enclosure 18-1/2h for Model H10734**	$208.00	$1,456.00	**$85.07**	**$595.49**
						Discount from List:		59.10
				Tag For: T-5				
				Laminate Selection .N Lam: Mahogany				
175	**7**	**HON**	**H94236**	**94000 Series Stack-on Storage 70X37 GlassDoor ETA**	$1,597.00	$11,179.00	**$653.17**	**$4,572.19**
						Discount from List:		59.10
				Tag For: T-5				
				Select Laminate Color .NN LAM: Mahogany				
176	**7**	**HON**	**H94243**	**94000 Series Credenza w/Knee- space 2-2 24D x 72W**	$1,727.00	$12,089.00	**$706.34**	**$4,944.38**
						Discount from List:		59.10
				Tag For: T-5				
				Select Laminate Color .NN LAM: Mahogany				
177	**7**	**HON**	**H94271**	**94000 Series Dbl Ped Desk 2-2 36D x 72W**	$2,071.00	$14,497.00	**$847.04**	**$5,929.28**
						Discount from List:		59.10
				Tag For: T-5				
				Select Laminate Color .NN LAM: Mahogany				
178	**7**	**HON**	**H90034**	**Tackboard for Model 10734 with10738 Enclosure**	$260.00	$1,820.00	**$106.34**	**$744.38**
						Discount from List:		59.10
				Tag For: T-5				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				
179	**7**	**HON**	**H6541**	**6540 Series Ex HB Mid-Range Knee-Tilt Tilt-Lock Pneu**	$1,022.00	$7,154.00	**$418.00**	**$2,926.00**
						Discount from List:		59.10
				Tag For: T-5				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6541 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
180	**14**	**HON**	**H6545**	**6540 Series Guest Leg Base**	$780.00	$10,920.00	**$319.02**	**$4,466.28**
						Discount from List:		59.10
				Tag For: T-5				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6545 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				
181	**26**	**HON**	**HH870960**	**Tasklight 60W**	$221.00	$5,746.00	**$90.39**	**$2,350.14**
						Discount from List:		59.10
				Tag For: T-6L				
182	**28**	**HON**	**H94225**	**94000 Series Bookcase 5-Shelf 35-3/4W 15D 78H**	$1,039.00	$29,092.00	**$424.95**	**$11,898.60**
						Discount from List:		59.10
				Tag For: T-6L				
				Select Laminate Color .NN LAM: Mahogany				
183	**26**	**HON**	**H10738**	**10700 Series Back Enclosure 18-1/2h for Model H10734**	$208.00	$5,408.00	**$85.07**	**$2,211.82**
						Discount from List:		59.10
				Tag For: T-6L				
				Laminate Selection .N Lam: Mahogany				
184	**26**	**HON**	**H94234K**	**9400 Series 70x37 Stack-On Storage 4-Door Locking ETA**	$1,326.00	$34,476.00	**$542.33**	**$14,100.58**
						Discount from List:		59.10
				Tag For: T-6L				
				Select Laminate Color .NN LAM: Mahogany				
185	**26**	**HON**	**H94245R**	**94000 Series Credenza w/Ped Right 24D x 72W**	$1,493.00	$38,818.00	**$610.64**	**$15,876.64**
						Discount from List:		59.10
				Tag For: T-6L				
				Select Laminate Color .NN LAM: Mahogany				
186	**26**	**HON**	**H94260**	**94000 Series Bridge 24D x 42W**	$629.00	$16,354.00	**$257.26**	**$6,688.76**
						Discount from List:		59.10
				Tag For: T-6L				
				Select Laminate Color .NN LAM: Mahogany				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
187	26	HON	H94286L	**94000 Series Single Ped Desk Left 36D x 72W**	$1,811.00	$47,086.00	**$740.70**	**$19,258.20**
						Discount from List:		59.10
				Tag For: T-6L				
				Select Laminate Color .NN LAM: Mahogany				
188	26	HON	H90034	**Tackboard for Model 10734 with10738 Enclosure**	$260.00	$6,760.00	**$106.34**	**$2,764.84**
						Discount from List:		59.10
				Tag For: T-6L				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				
189	52	HON	H6545	**6540 Series Guest Leg Base**	$780.00	$40,560.00	**$319.02**	**$16,589.04**
						Discount from List:		59.10
				Tag For: T-6L				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6545 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				
190	28	HON	H5001	**5000 Series Park Avenue Exec High-back Loop Arms**	$926.00	$25,928.00	**$378.73**	**$10,604.44**
						Discount from List:		59.10
				Tag For: T-6L				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 5001 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
191	23	HON	HH870960	**Tasklight 60W**	$221.00	$5,083.00	**$90.39**	**$2,078.97**
						Discount from List:		59.10
				Tag For: T-6R				
192	24	HON	H94225	**94000 Series Bookcase 5-Shelf 35-3/4W 15D 78H**	$1,039.00	$24,936.00	**$424.95**	**$10,198.80**
						Discount from List:		59.10
				Tag For: T-6R				
				Select Laminate Color .NN LAM: Mahogany				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
193	**23**	**HON**	**H10738**	**10700 Series Back Enclosure 18-1/2h for Model H10734**	$208.00	$4,784.00	**$85.07**	**$1,956.61**
						Discount from List:		59.10
				Tag For: T-6R				
				Laminate Selection .N Lam: Mahogany				
194	**23**	**HON**	**H94234K**	**9400 Series 70x37 Stack-On Storage 4-Door Locking ETA**	$1,326.00	$30,498.00	**$542.33**	**$12,473.59**
						Discount from List:		59.10
				Tag For: T-6R				
				Select Laminate Color .NN LAM: Mahogany				
195	**23**	**HON**	**H94246L**	**94000 Series Credenza w/Ped Left 24D x 72W**	$1,493.00	$34,339.00	**$610.64**	**$14,044.72**
						Discount from List:		59.10
				Tag For: T-6R				
				Select Laminate Color .NN LAM: Mahogany				
196	**23**	**HON**	**H94260**	**94000 Series Bridge 24D x 42W**	$629.00	$14,467.00	**$257.26**	**$5,916.98**
						Discount from List:		59.10
				Tag For: T-6R				
				Select Laminate Color .NN LAM: Mahogany				
197	**23**	**HON**	**H94285R**	**9400 Series 36Dx72W Single Ped Desk Right**	$1,811.00	$41,653.00	**$740.70**	**$17,036.10**
						Discount from List:		59.10
				Tag For: T-6R				
				Select Laminate Color .NN LAM: Mahogany				
198	**23**	**HON**	**H90034**	**Tackboard for Model 10734 with10738 Enclosure**	$260.00	$5,980.00	**$106.34**	**$2,445.82**
						Discount from List:		59.10
				Tag For: T-6R				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				
199	**46**	**HON**	**H6545**	**6540 Series Guest Leg Base**	$780.00	$35,880.00	**$319.02**	**$14,674.92**
						Discount from List:		59.10
				Tag For: T-6R				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 6545 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection ... Skipped Option				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
200	24	HON	H5001	**5000 Series Park Avenue Exec High-back Loop Arms**	$926.00	$22,224.00	**$378.73**	**$9,089.52**
						Discount from List:		59.10
			Tag For:	T-6R				
				Wood Finish Selection .N FINISH: Mahogany				
				Select Upholstery for 5001 $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
201	25	HON	HH870960	**Tasklight 60W**	$221.00	$5,525.00	**$90.39**	**$2,259.75**
						Discount from List:		59.10
			Tag For:	T-7				
202	25	HON	H107358	**10700 Series Back Enclosure 18-1/2H for L Station 74W**	$228.00	$5,700.00	**$93.25**	**$2,331.25**
						Discount from List:		59.10
			Tag For:	T-7				
				Laminate Selection .N Lam: Mahogany				
203	11	HON	H94211R	**94000 Series Right Return B/F 42Wx24Dx29-1/2 H**	$1,076.00	$11,836.00	**$440.08**	**$4,840.88**
						Discount from List:		59.10
			Tag For:	T-7				
				Select Laminate Color .NN LAM: Mahogany				
204	14	HON	H94212L	**94000 Series Left Return B/F 42Wx24Dx29-1/2H**	$1,076.00	$15,064.00	**$440.08**	**$6,161.12**
						Discount from List:		59.10
			Tag For:	T-7				
				Select Laminate Color .NN LAM: Mahogany				
205	25	HON	H94237K	**94000 Series Stack-on Storage w/Lock 76W x37H ETA**	$1,377.00	$34,425.00	**$563.19**	**$14,079.75**
						Discount from List:		59.10
			Tag For:	T-7				
				Select Laminate Color .NN LAM: Mahogany				
206	14	HON	H94285R	**9400 Series 36Dx72W Single Ped Desk Right**	$1,811.00	$25,354.00	**$740.70**	**$10,369.80**
						Discount from List:		59.10
			Tag For:	T-7				
				Select Laminate Color .NN LAM: Mahogany				

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Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
207	11	HON	H94286L	**94000 Series Single Ped Desk Left 36D x 72W**			$1,811.00	$19,921.00	**$740.70**	**$8,147.70**
								Discount from List:		59.10
				Tag For: T-7						
				Select Laminate Color	.NN	LAM: Mahogany				
208	25	HON	H90035	**107 Series Tckbd for Model 107318 w/107358 Enclosure**			$273.00	$6,825.00	**$111.66**	**$2,791.50**
								Discount from List:		59.10
				Tag For: T-7						
				Fabric Selection	$(3)	GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC	~	Undecided FABRIC Option				
209	23	HON	HIWM3	**Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld**			$758.00	$17,434.00	**$310.02**	**$7,130.46**
								Discount from List:		59.10
				Tag For: T-7						
				Select Arm Type	.D	Arm: Height Width & Depth Adj				
				Select Caster Option	.S	CASTER: Soft				
				Select Back	.U	Back: Upholstered				
				Select Upholstery	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	.SMOMCNT	Uph:Canter				
				Uph: Canter	39	Color: Canter Onyx				
				Select Frame Color	.T	FRAME: Black				
				Select Base	.SB	Base: Standard Black				
210	10	NOF	48-EK	**ARLINGTON,HI-BACK,KNEE TILT**			$1,613.00	$16,130.00	**$741.98**	**$7,419.80**
								Discount from List:		54.00
				Tag For: T-8						
				UPHOLSTERY GRADE	MOMA	MOMENTUM GRADE A				
				PRIMARY UPH PATTERN COLC	09108339	CANTER ONYX				
				FINISH	DW	JUDICIAL				
211	1	NOF	10N144PNKL	**UNIVERSAL,FOR 144W TOP,PANEL BASE KIT,LAMINATE**			$3,068.00	$3,068.00	**$1,411.28**	**$1,411.28**
								Discount from List:		54.00
				Tag For: T-8						
				BASE PROFILE	P1	BASIC				
				MODIFIED WIDTH	X	NO MODIFIED WIDTH (STANDARD)				
				LAMINATE COLOR	DW	JUDICIAL				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
212	**1**	**NOF**	**50NN48144RTW**	**BARRINGTON,48DX144W,CONFERENCE TOP,RECTANGLE,WOOD**	$4,939.00	$4,939.00	**$2,271.94**	**$2,271.94**
						Discount from List:		54.00
			Tag For:	T-8				
				GROMMET X NO GROMMET				
				MODIFIED DEPTH X NO MODIFIED DEPTH (STANDARD)				
				MODIFIED WIDTH X NO MODIFIED WIDTH (STANDARD)				
				FINISH APPLICATION R STANDARD				
				FINISH DW JUDICIAL				
213	**1**	**NOF**	**WWN2472CBL**	**WAVEWORKS,24DX72W,CREDENZA,BUFFET,HPL**	$3,426.00	$3,426.00	**$1,575.96**	**$1,575.96**
						Discount from List:		54.00
			Tag For:	T-8				
				RIM PROFILE NDW REED PVC,JUDICIAL				
				PULL 8MB BOCA,CINDER				
				LOCK KRB RANDOM CORE,INSTALLED,BLACK				
				TOP LAMINATE GROUP STD STANDARD LAMINATE				
				LAMINATE COLOR DW JUDICIAL				
				DRAWER/DOOR LAMINATE CO DW JUDICIAL				
				CHASSIS LAMINATE COLOR DW JUDICIAL				
214	**8**	**HON**	**HIWM1**	**Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj**	$623.00	$4,984.00	**$254.81**	**$2,038.48**
						Discount from List:		59.10
			Tag For:	T-8A				
				Select Arm Type .F Arm: Fixed				
				Select Caster Option .S CASTER: Soft				
				Select Back .U Back: Upholstered				
				Select Upholstery $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
				Select Frame Color .T FRAME: Black				
				Select Base .SB Base: Standard Black				
215	**1**	**HON**	**HTLT120**	**Preside Laminate Traditional Pnl Base For 120"W Table Tops**	$714.00	$714.00	**$292.03**	**$292.03**
						Discount from List:		59.10
			Tag For:	T-8A				

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Line #	Qty		Part Number	Part Description			List $	Ext List $	Sell $	Ext Sell $
				Select Laminate Finish	.N	LAM: Mahogany				
216	**1**	**HON**	**HTLC48120**	**Preside 120W x 48D Rectangular Shaped Laminate Top**			$1,046.00	$1,046.00	**$427.81**	**$427.81**
								Discount from List:		59.10
				Tag For: T-8A						
				Edge Option	.V	Tri Oval				
				Select Edge Finish	N	Edge: Mahogany				
				Select Grommet	.N	No Grommets				
				Select Laminate	.N	LAM: Mahogany				
217	**1**	**HON**	**HTLCREDA**	**Laminate Hospitality Credenza**			$2,537.00	$2,537.00	**$1,037.63**	**$1,037.63**
								Discount from List:		59.10
				Tag For: T-8A						
				Select Edge Profile	.V	LAM: TriOval				
				Select Edge Finish	N	Edge: Mahogany				
				Select Laminate	.N	LAM: Mahogany				
				Select Laminate Finish	.N	LAM: Mahogany				
				Select Pull	.J	Pull: Loop Satin Nickel				
218	**12**	**HON**	**HIWM1**	**Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj**			$623.00	$7,476.00	**$254.81**	**$3,057.72**
								Discount from List:		59.10
				Tag For: T-8B						
				Select Arm Type	.F	Arm: Fixed				
				Select Caster Option	.S	CASTER: Soft				
				Select Back	.U	Back: Upholstered				
				Select Upholstery	$(4)	GRADE: IV UPHOLSTERY				
				Upholstery Selection	.SMOMCNT	Uph:Canter				
				Uph: Canter	39	Color: Canter Onyx				
				Select Frame Color	.T	FRAME: Black				
				Select Base	.SB	Base: Standard Black				
219	**15**	**NOF**	**10N3684BCOFL**	**UNIVERSAL,36WX84H,BOOKCASE,OPEN,FREESTANDING,LAM**			$649.00	$9,735.00	**$298.54**	**$4,478.10**
								Discount from List:		54.00
				Tag For: T-8B						
				LAMINATE COLOR	DW	JUDICIAL				

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Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
220	**1**	**NOF**	**WW6008MPL**	**WAVEWORKS,60WX8H,MODESTY PANEL,1/3 HEIGHT,LAMINATE**	$169.00	$169.00	**$77.74**	**$77.74**
						Discount from List:		54.00
			Tag For:	T-8B				
				SUPPORT M MAIN				
				MODIFIED WIDTH X NO MODIFIED WIDTH (STANDARD)				
				CHASSIS LAMINATE COLOR DW JUDICIAL				
221	**2**	**NOF**	**WW2928EPL**	**WAVEWORKS,29DX28H,END PANEL,LAMINATE**	$247.00	$494.00	**$113.62**	**$227.24**
						Discount from List:		54.00
			Tag For:	T-8B				
				GROMMET X NO GROMMET				
				MODIFIED DEPTH X NO MODIFIED DEPTH (STANDARD)				
				CHASSIS LAMINATE COLOR DW JUDICIAL				
222	**1**	**NOF**	**10N144PNKL**	**UNIVERSAL,FOR 144W TOP,PANEL BASE KIT,LAMINATE**	$3,068.00	$3,068.00	**$1,411.28**	**$1,411.28**
						Discount from List:		54.00
			Tag For:	T-8B				
				BASE PROFILE P1 BASIC				
				MODIFIED WIDTH X NO MODIFIED WIDTH (STANDARD)				
				LAMINATE COLOR DW JUDICIAL				
223	**1**	**NOF**	**WWN3060WSSL**	**WAVEWORKS,30DX60W,SURFACE,RECTANGULAR,HPL**	$510.00	$510.00	**$234.60**	**$234.60**
						Discount from List:		54.00
			Tag For:	T-8B				
				SUPPORT M MAIN				
				RIM PROFILE NDW REED PVC,JUDICIAL				
				GROMMET X NO GROMMET				
				TOP LAMINATE GROUP STD STANDARD LAMINATE				
				LAMINATE COLOR DW JUDICIAL				
224	**1**	**NOF**	**WWN48144RT2L**	**WAVEWORKS,48DX144W,CONFERENCE TOP,RECTANGLE,HPL**	$4,321.00	$4,321.00	**$1,987.66**	**$1,987.66**
						Discount from List:		54.00
			Tag For:	T-8B				
				RIM PROFILE NDW REED PVC,JUDICIAL				
				GROMMET X NO GROMMET				
				MODIFIED DEPTH X NO MODIFIED DEPTH (STANDARD)				

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Line #	Qty		Part Number		Part Description			List $	Ext List $	Sell $	Ext Sell $
					MODIFIED WIDTH	X	NO MODIFIED WIDTH (STANDARD)				
					TOP LAMINATE GROUP	STD	STANDARD LAMINATE				
					LAMINATE COLOR	DW	JUDICIAL				
225	**3**	**HON**	**HH870930**		**Tasklight 30W**			$189.00	$567.00	**$77.30**	**$231.90**
									Discount from List:		59.10
				Tag For:	T-9						
226	**3**	**HON**	**H105852**		**10500 Series Back enclosure for 42"W Stack on Storage**			$177.00	$531.00	**$72.39**	**$217.17**
									Discount from List:		59.10
				Tag For:	T-9						
					Laminate Selection	.N	LAM: Mahogany				
227	**3**	**HON**	**H105322K**		**10500 Series42x37 1/8 Stack-On Storage 2-Dr Locking ETA**			$657.00	$1,971.00	**$268.71**	**$806.13**
									Discount from List:		59.10
				Tag For:	T-9						
					Select Top Laminate Color	.N	LAM: Mahogany				
					Select Chassis Laminate Color	N	LAM: Mahogany				
228	**1**	**HON**	**H105895R**		**10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop**			$1,235.00	$1,235.00	**$505.12**	**$505.12**
									Discount from List:		59.10
				Tag For:	T-9						
					Select Top Laminate Color	.N	LAM: Mahogany				
					Select Chassis Laminate Color	N	LAM: Mahogany				
229	**2**	**HON**	**H105896L**		**10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop**			$1,235.00	$2,470.00	**$505.12**	**$1,010.24**
									Discount from List:		59.10
				Tag For:	T-9						
					Select Top Laminate Color	.N	LAM: Mahogany				
					Select Chassis Laminate Color	N	LAM: Mahogany				
230	**2**	**HON**	**H105905R**		**10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped**			$872.00	$1,744.00	**$356.65**	**$713.30**
									Discount from List:		59.10
				Tag For:	T-9						
					Select Top Laminate Color	.N	LAM: Mahogany				
					Select Chassis Laminate Color	N	LAM: Mahogany				

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	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty		Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $
231	**1**	**HON**	**H105908L**	**10500 Series 42Wx24Dx29-1/2H Return Lt File/File Ped**	$853.00	$853.00	**$348.88**	**$348.88**
				Discount from List:			59.10	
				Tag For: T-9				
				Select Top Laminate Color .N LAM: Mahogany				
				Select Chassis Laminate Color N LAM: Mahogany				
232	**1**	**HON**	**H10592X**	**10500 Series 72Wx30Dx29-1/2H Desk Shell-Rec Top 2 grm**	$679.00	$679.00	**$277.71**	**$277.71**
				Discount from List:			59.10	
				Tag For: T-9				
				Select Top Laminate Color .N LAM: Mahogany				
				Select Chassis Laminate Color N LAM: Mahogany				
233	**3**	**HON**	**H90052**	**10500 Series Tckbd for 42"W Stack on Strg Bck Enclosure**	$191.00	$573.00	**$78.12**	**$234.36**
				Discount from List:			59.10	
				Tag For: T-9				
				Fabric Selection $(3) GRADE: Fabric Grade III				
				SELECT GRADE 3 FABRIC ~ Undecided FABRIC Option				
234	**3**	**HON**	**HIWM3**	**Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld**	$758.00	$2,274.00	**$310.02**	**$930.06**
				Discount from List:			59.10	
				Tag For: T-9				
				Select Arm Type .D Arm: Height Width & Depth Adj				
				Select Caster Option .S CASTER: Soft				
				Select Back .U Back: Upholstered				
				Select Upholstery $(4) GRADE: IV UPHOLSTERY				
				Upholstery Selection .SMOMCNT Uph:Canter				
				Uph: Canter 39 Color: Canter Onyx				
				Select Frame Color .T FRAME: Black				
				Select Base .SB Base: Standard Black				
235	**1**			**Delivery and Install During Normal Business Hours**	$0.00	$0.00	**$29,339.69**	**$29,339.69**
				Discount from List:			0.00	
				Tag For: xx				

Grand Total: Ext List: **$1,170,748.00** Ext Sell: **$481,661.95**

FQO NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
	12/14/2015		Sylvia Solis	Kurtis Parker

Line #	Qty	Part Number	Part Description	List $	Ext List $	Sell $	Ext Sell $

Special Instructions

Furniture Return Policy: Furniture is sourced specifically for the customer and cannot be resold and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order. Staples brand items or products sourced from inventory may be returned if unopened, unassembled and in original packaging within 14 days of receipt of product.

Applicable Sales Tax will be added at time of invoicing. This quote is valid for 30 days unless otherwise noted.

Additional Instructions

Customer acknowledges and agrees that in addition to any contractual terms between the parties, Staples Contract & Commercial, Inc. operating as Business Interiors by Staples, Terms and Conditions apply. By signing this quote, the customer authorizes procurement of the product included herein. Terms and conditions are found at www.staplesadvantage.com/business-interiors/ or may be provided by your sales representative.

Client Approval _____ **Date** _____

Title _____ **PO Number** _____

Grand Total: Ext List: **$1,170,748.00** Ext Sell: **$481,661.95**

AI-52636 **Purchasing Department** **22. C. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of the Professional Engineering Contract #C-15-423-12-15 with SAMES, INC. d/b/a SAM ENGINEERING & SURVEYING, for: "Job Specific" Project: Mile 4W [10N-12N] and Mile 12N [FM 1015-2W] Road" for Hidalgo County Precinct One, as approved by CC for negotiations on CC date of 12/01/15;
B. Acceptance and approval of the following work authorizations with estimated costs as submitted by project engineer, SAM Engineering & Surveying for engineering services under proposed Contract #C-15-423-12-15 as follows:

1. Work Authorization No. 1:
Mile 4W [10N-12N] Street & Drainage Improvements-$119,832.25t - Requisition #288789
2. Work Authorization No. 2:
Mile 12N [FM 1015-2W] Street & Drainage Improvements-$25,108.50 - Requisition #288801

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-121-206-0-721

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

BUDGETARY IMPACT:

Req. #288789 for SAMES, Inc., funds available as of 12-11-15 $119,832.25

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-121-204-0-721

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

BUDGETARY IMPACT:

Req #288801 for SAMES, Inc., funds available as of 12-11-15 $25,108.50

Attachments

Work Authorization 1
Work Authorization 2

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/11/2015 04:33 PM
Budget & Management	Veronica Ortiz	12/11/2015 04:44 PM
Ivan Cantu	Ivan Cantu	12/11/2015 04:58 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Vangie Garcia		Started On: 12/10/2015 03:38 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY

Professional Engineering Services
Contract # C-15-423-12-15
Work Authorization Form

WORK AUTHORIZATION NO. 1

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, SAMES, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide surveying, plans, specifications, construction phase engineering & construction inspection for Mile 4W (10N-12N) Street & Drainage Improvements of Hidalgo County Precinct No.1.

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 **$ 119,832.25**. 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. 1 shall be funded through funding source:
Account No. 5-1347-431-00-121-206-0-721
Requisition Number _288789_ **(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 project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,_Commissioner A.C. Cuellar, Jr._____** as to content and detail of this **Work Authorization No._1__.**

HIDALGO COUNTY PRECINCT #1_____.

BY: _____
A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2015.

THE ENGINEER:	**THE OWNER:**
SAMES, Inc.	**HIDALGO COUNTY**
_____	_____
By:Samuel D. Maldonado, PE, RPLS	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost 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.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(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 Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY ENGINEER

SAM Engineering and Surveying, Inc.

Engineering Firm Reg. # F-10602 Surveying Firm Reg # 101416-00

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

December 10, 2015

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 4 W (Mile 10 to Mile 12) Roadway Reconstruction

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Engineering Services required by Hidalgo County for the Roadway Reconstruction along Mile 4 (Mile 10 to 12).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" - Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

Jessica M Mendoza

Samuel D. Maldonado, PE, RPLS
Principal

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by SAMES, Inc. (Engineer) in the development of Project, below identified specifically.

SAMES, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 4 from Mile 10 to Mile 12. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by SAMES, Inc. in the development of the Project.

SURVEYING SERVICES: December 31, 2015

DESIGN SERVICES: January 1, 2016 - February 29, 2016

BID & AWARD: March 1, 2016 – April 1, 2016

CONSTRUCTION: April 15, 2016 – August 31, 2016

EXHIBIT "D"
COST PROPOSAL

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 119,832.25**
	30% Submittal	$35,949.68
	60% Submittal	$35,949.68
	100% Submittal	$35,949.68
	At Contract Award	$11,983.21

Total Lump Sum Amount - $119,832.25

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
HIDALGO COUNTY MILE 4
FROM MILE 10N TO 12N

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed -** Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added -** xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	10560	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$119,832.25	$119,832.25	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			24			8							32
Internal Review			16			8							24
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			6			4							10
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			8							11
Monthly Invoicing			5			10						21.29	36.29
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			12	2						16
QA/QC Reviews 60% Submittal			2			12	2						16
QA/QC Reviews 100% Submittal			2			12	2						16
Milestone Review Meetings with PMC (30%, 60%, Final)			3			12	2						17
ENGINEERING DESIGN													
Data Collection / Field Survey						4	36	40	40				120
Process Field Data						4	36	40	40				120
Review of geotechnical report			1			4	1						0
Develop Project Plans 30%						10	56	50	60				
Develop Project Plans 60%						36	60	80	120				296
Develop Project Plans 100%						36	60	60	80				236
Address Review Comments						15	60	24	36				135
Assemble Front End						4	8						12
Develop and Assemble Techincal Specifications						4	8						12
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						4	4						8
Addressing Bid Questions						4	4						8
Prepare and Issue Addenda						2	6						8
Conduct Bid opening / Check and Tabulate Bids						2	4						6
Council Meeting for Contract Awards			4			4	1						9
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						2	4						6
Periodic Site Observations			6			10	40						56
Contractor Submittal Reviews						5	16						21
Contractor Pay Request Reviews						2	6						8
PROJECT CLOSE-OUT SERVICES													
Construction Closeout													0
Submit As-Built Plans						24	36						60
						16	36	22	27				
SUBTOTAL		0	74	0	0	282	506	316	403	0	0	21.29	1319.29
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 11,100.00	$ -	$ -	$ 35,250.00	$ 35,420.00	$ 17,380.00	$ 20,150.00	$ -	$ -	$ 532.25	$ 119,832.25
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 11,100.00	$ -	$ -	$ 35,250.00	$ 35,420.00	$ 17,380.00	$ 20,150.00	$ -	$ -	$ 532.25	$ 119,832.25

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-423-12-15
Work Authorization Form

WORK AUTHORIZATION NO. 2

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, SAMES, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide surveying, plans, specifications, construction phase engineering & construction inspection for Mile 12N (FM1015-2W) Street & Drainage Improvements of Hidalgo County Precinct No.1.

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 **$ 25,108.50**. 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. 2 shall be funded through funding source:
Account No. 5-1347-431-00-121-204-0-721
Requisition Number _288801_ **(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 project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,_Commissioner A.C. Cuellar, Jr._____** as to content and detail of this **Work Authorization No._2__.**

HIDALGO COUNTY PRECINCT #1_____.

BY: _____
A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2015.

THE ENGINEER:	**THE OWNER:**
SAMES, Inc.	**HIDALGO COUNTY**
_____	_____
By: Samuel D. Maldonado, PE, RPLS	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost 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.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(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 Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY ENGINEER

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC

Engineering Firm Reg. # F-10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

December 10, 2015

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 12 N Roadway Reconstruction

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Engineering Services required by Hidalgo County for the Roadway Reconstruction along Mile 12 N (2220 LF west from Mile 2).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" - Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

Jessica M Mendoza

for Samuel D. Maldonado, PE, RPLS
Principal

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by SAMES, Inc. (Engineer) in the development of Project, below identified specifically.

SAMES, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 12 N commencing 2220 LF west from Mile 2. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by SAMES, Inc. in the development of the Project.

SURVEYING SERVICES: December 31, 2015

DESIGN SERVICES: January 1, 2016 - February 29, 2016

BID & AWARD: March 1, 2016 – April 1, 2016

CONSTRUCTION: April 15, 2016 – August 31, 2016

EXHIBIT "D"
COST PROPOSAL

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 25,108.50**
	30% Submittal	$7,532.55
	60% Submittal	$7,532.55
	100% Submittal	$7,532.55
	At Contract Award	$2,510.85

Total Lump Sum Amount - $25,108.50

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
HIDALGO COUNTY MILE 12 N
2220 LF WEST FROM MILE 2

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed** - Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added** - xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	2200	2200	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$25,108.50	$25,108.50	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			1.5			2							3.5
Internal Review						2							2
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)						1							1
Cost Estimate Preparation per Submittal (30%, 60%, 100%)						3							3
Monthly Invoicing						2						9.04	11.04
QUALITY CONTROL													
QA/QC Reviews 30% Submittal						2	2						4
QA/QC Reviews 60% Submittal						2	2						4
QA/QC Reviews 100% Submittal						2	2						4
Milestone Review Meetings with PMC (30%, 60%, Final)						2	2						4
ENGINEERING DESIGN													
Data Collection / Field Survey							4	8	8				20
Process Field Data							4	8	8				20
Review of geotechnical report						0.5	0.5						1
Develop Project Plans 30%						0.5	8	30	30				68.5
Develop Project Plans 60%						0.5	14	30	40				84.5
Develop Project Plans 100%						0.5	12	24	24				60.5
Address Review Comments							8	8	8				24
Assemble Front End						0.5	2						2.5
Develop and Assemble Techincal Specifications						0.5	2						2.5
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						0.5	2						2.5
Addressing Bid Questions						0.5	2						2.5
Prepare and Issue Addenda						0.5	2						2.5
Conduct Bid opening / Check and Tabulate Bids						0.5	2						2.5
Council Meeting for Contract Awards			1			1	1						3
Prepare Construction Award Documents						0.5	4						4.5
Pre-Construction Conference						1	1						2
Periodic Site Observations						1	8						9
Contractor Submittal Reviews						1	4						5
Contractor Pay Request Reviews						1	4						5
PROJECT CLOSE-OUT SERVICES													
Construction Closeout													0
Submit As-Built Plans						1	15						16
						1	4	10	10				
SUBTOTAL		0	2.5	0	0	30.5	111.5	118	128	0	0	9.04	374.54
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 375.00	$ -	$ -	$ 3,812.50	$ 7,805.00	$ 6,490.00	$ 6,400.00	$ -	$ -	$ 226.00	$ 25,108.50
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 375.00	$ -	$ -	$ 3,812.50	$ 7,805.00	$ 6,490.00	$ 6,400.00	$ -	$ -	$ 226.00	$ 25,108.50

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-423-12-15

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **SAMES, INC.** d/b/a **SAM ENGINEERING & SURVEYING**, Professional Engineers of **Pharr, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **"Mile 4W (10N-12N) and Mile 12N (FM 1015-2W) Road"** project for **Hidalgo County Precinct No. 1** 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. 1, 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 is for a period of **one (1) year**, commencing, ***December 15, 2015,*** expiring, ***December 14, 2016*** or ***upon completion of the scope of the project*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the

Engineer to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however,

to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and

prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Requests for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval

thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this

Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified

in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of

preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer**

may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment.

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the

Engineer or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder

as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the

interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of

foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager

shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims,

damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under

this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner**

employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**Sames, Inc.** d/b/a
100 E. Cano, 2nd Floor	**SAM Engineering & Surveying**
Edinburg, Texas 78539	200 S. Cage
	Pharr, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or

oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which

he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015.

ENGINEER:
Sames, Inc.
d/b/a **SAM Engineering & Surveying**

By: _____
Samuel D. Maldonado, P.E., R.P.L.S.

OWNER:
HIDALGO COUNTY

By: _____
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:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT A-1 *-RFQ Procurement Packet*
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"
REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** PROFESSIONAL ENGINEERING SERVICES POOL", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2015-006-02-04-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12f1406

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 OWNER

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.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(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 Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Engineering Firm Reg. # F-10602 Surveying Firm Reg # 101416-00

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

December 10, 2015

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 4 W (Mile 10 to Mile 12) Roadway Reconstruction

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Engineering Services required by Hidalgo County for the Roadway Reconstruction along Mile 4 (Mile 10 to 12).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" - Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

Jessica M Mendoza

for Samuel D. Maldonado, PE, RPLS
Principal

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by SAMES, Inc. (Engineer) in the development of Project, below identified specifically.

SAMES, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 4 from Mile 10 to Mile 12. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

SAM Engineering and Surveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Engineering Firm Reg. # F-10602 Surveying Firm Reg # 101416-00

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

December 10, 2015

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 12 N Roadway Reconstruction

Mr. Cuellar,

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Engineering Services required by Hidalgo County for the Roadway Reconstruction along Mile 12 N (2220 LF west from Mile 2).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" - Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

Jessica M Mendoza
for Samuel D. Maldonado, PE, RPLS
Principal

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by SAMES, Inc. (Engineer) in the development of Project, below identified specifically.

SAMES, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 12 N commencing 2220 LF west from Mile 2. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by SAMES, Inc. in the development of the Project.

SURVEYING SERVICES: December 31, 2015

DESIGN SERVICES: January 1, 2016 - February 29, 2016

BID & AWARD: March 1, 2016 – April 1, 2016

CONSTRUCTION: April 15, 2016 – August 31, 2016

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by SAMES, Inc. in the development of the Project.

SURVEYING SERVICES: December 31, 2015

DESIGN SERVICES: January 1, 2016 - February 29, 2016

BID & AWARD: March 1, 2016 – April 1, 2016

CONSTRUCTION: April 15, 2016 – August 31, 2016

EXHIBIT "D"
CONTRACT RATES

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "E"
SAMPLE WORK AUTHORIZATION FORM

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

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 **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/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 project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,_____** as to content and detail of this **Work Authorization No.___.**

HIDALGO COUNTY PRECINCT #1_____.

BY: _____
A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2015.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**HIDALGO COUNTY**
_____	_____
By: (Name of Engineer)	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____ , Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ _____day of _____ **2015** concerning engineering for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"
SAMPLE SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____ , Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ _____day of _____ 2015 concerning engineering for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/8/2015

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: Judy Lozano
Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200 Dallas TX 75240	PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No): (972) 644-8035 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SAMES, Inc. SDM Construction & Development LLC 200 S Cage Blvd,Ste A Pharr TX 78577	INSURER A : Berkley Assurance Company	39462
	INSURER B : Certain Underwriter's at Lloyds	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master **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 X PRO-JECT LOC OTHER:			VUMC0070831	10/1/2015	10/1/2016	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 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA073392	10/1/2015	10/1/2016	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			PGIARK04329-01	11/12/2015	11/12/2016	per Claim/Per Aggregatge Deductible	$2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability policy contains a special endorsement with "primary and non-contributory" wording.

The general liability policy includes a blanket automatic waiver of subrogation endorsement that provides

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bill Baldwin/YJL

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COMMENTS/REMARKS

this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The general liability policy include a blanket notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, for which 10 days notice is given. Notice is sent to the certificate holders with mailing addresses on file withthe agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

COPYRIGHT 2000, AMS SERVICES INC.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract-Professional Engineering Services-SAMES ENGINEERING-PROJECT SPECIFIC

From : Steve Crain <scrain@atlashall.com> Fri, Dec 11, 2015 02:29 PM

Subject : RE: Contract-Professional Engineering Services-SAMES ENGINEERING-PROJECT SPECIFIC

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good to go.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, December 11, 2015 1:42 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Contract-Professional Engineering Services-SAMES ENGINEERING-PROJECT SPECIFIC

Here you go Mr. Crain, revised to reflect as requested and in addition I removed one of the insurance certificates as it was not reflecting the "scheduled autos" and re-inserted the revised insurance certificate that is now referencing the scheduled autos.
Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Friday, December 11, 2015 1:01:11 PM
Subject: RE: Contract-Professional Engineering Services-SAMES ENGINEERING-PROJECT SPECIFIC

In 3.1 change “scopes” to scope.

AI-52604 **Purchasing Department** **22. D. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "FM 676 Project (Mile 5) from SH 107 (Conway) to Taylor Road" as approved for negotiations on CC 12-1-15.
b. Acceptance and approval of Work Authorization No. 1. (with an estimated cost of $737,400.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Environmental Assessment, Public Involvement, Schematic Design and Hydrologic Map for the FM 676 Project (Mile5) form SH 107 (Conway) to Taylor Rd.
c. Pursuant to contract with L&G Engineering, [Article 14], approval to permit the subcontracting of AmaTerra Environmental Inc. for the FM 676 Project (Mile 5) from SH 107 (Conway) to Taylor Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-123-116-0-841

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

BUDGETARY IMPACT:

County available balance as of 12-11-15 $496,975

Pending City of Alton contribution ($368,700.00) as per Norma C.-Pct. 3

Attachments

C-15-427-12-15-L&G engineers
Subcontractor Letter
WA r
legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/10/2015 01:41 PM
Budget & Management	Veronica Ortiz	12/10/2015 02:09 PM
Manuel Chapa	Manuel Chapa	12/11/2015 04:58 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Norma Ceballos Started On: 12/09/2015 02:15 PM
Final Approval Date: 12/11/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-427-12-15

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the "FM 676 (Mile 5) from SH 107 (Conway) to Taylor Road" project for ***Hidalgo County Precinct No. 3*** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer** are those services more particularly identified in **EXHIBIT "B"**, attached hereto and make a part of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This agreement is for the earlier of a period of **five (5) years,** commencing, **December 15, 2015,** expiring, **December 14, 2020** or ***upon completion of the Scope of the Project*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as

provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to

adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7**

herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will

affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at

any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Project and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The

Engineer shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering

practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the

development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agre+es to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this

Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.** d/b/a
302 W. University Drive	**L&G Engineering**
Edinburg, Texas 78539	2100 West Expwy 83
	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A – Scope of Services to be provided by the Owner
EXHIBIT B – Scope of Services to be provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Contract Rates
EXHIBIT D-1 – Estimated Project Fee Schedule
EXHIBIT E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2015-006-02-04-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT "A"

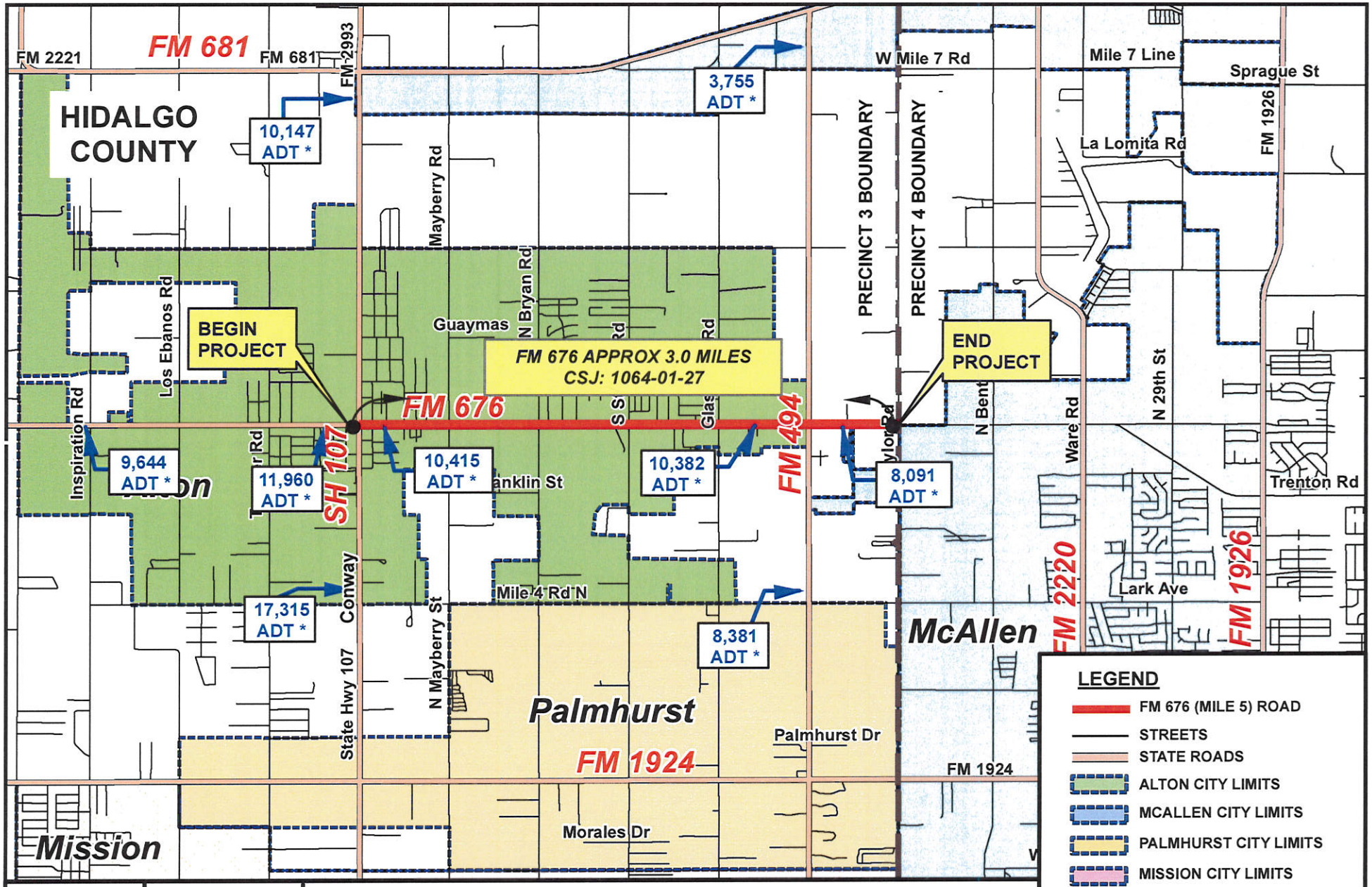
Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.



FM 676 (MILE 5) LOCATION MAP

FROM SH 107 (CONWAY) EAST TO TAYLOR ROAD
APPROX. PROJECT LENGTH 3.0 MILES

Document Path: G:\GIS I\PROJECTS\HIDALGO\FM 676\2015\FM676 LOCATION MAP SH 107 TO TAYLOR SEG2 - Copy.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents
		a. All technical reports will be submitted electronically to TxDOT through their FTP site.
		b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
		d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
		f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
For purposes of this Contract, the following definitions shall apply:
2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

___ ___ 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

___ ___ 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
___	___	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
___	___	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.
		ROW Map Submittal Requirements:
		4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")
		4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")
		4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.
		IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
		4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
		4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
		4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
		4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
___	___	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
___	___	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
___	___	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
___	___	4.6. Records used to establish ownership.
___	___	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
___	___	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
___	___	4.9. Items indicated under the Automation Requirements Section 6.
___	___	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. **Design Surveying**

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By:
SURVEYOR CITY/COUNTY

___ ___

c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking at bridge class structures.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Locate wetlands.
___	___	(24) Locate existing right-of-ways.

d. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

2. **Photogrammetric Products**
   a. Uncontrolled Photography
      (1) Contact Prints
      (2) Mosaics
      (3) Digital ortho plots
   b. Mapping
      (1) Planimetric Maps
      (2) Contour Maps
      (3) Cross Sections
      (4) Profiles
      (5) Digital Terrain Models (DTM)

3. **UTILITY SUBSURFACE INVESTIGATION:**
   Utility Quality Levels are in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. **DELIVERABLES:**

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. *Deliverables (continued)*
___	___	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
___	___	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
___	___	4.10. Survey reports in a format requested by the ENGINEER.
___	___	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Geometric Design
___	___	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
___	___	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
___	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
___	___	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
___	___	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
___	___	b. Typical Sections
___	___	c. Design Cross Sections
___	___	d. Determine Cut and Fill Quantities
___	___	e. Slope Stability Analysis
___	___	f. Embankment Foundation Stability Analysis
___	___	g. Embankment Settlement Analysis
		5. Pavement Design
___	___	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
___	___	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	CITY/COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
___	___	a. Hydrologic Map showing drainage areas, contours and drainage Q's.
___	___	b. Drainage area maps showing existing conditions and proposed improvements.
___	___	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
___	___	c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
___	___	(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
___	___	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
___	___	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	CITY/COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	_____
___	___	(4) Direct Connector(s)	_____
___	___	(5) Ramp Bridge(s)	_____
___	___	(6) Waterway Structure(s)**	_____
___	___	(7) Pedestrian Structure(s)	_____
___	___	(8) Utility Structure(s)	_____
___	___	(9) Railroad Underpass(es)	_____
___	___	(10) Railroad Overpass(es)	_____
___	___	(11) Bridge Classification Culvert(s)**	_____
___	___	(11) Alternate Structural Designs	_____
___	___	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	_____
___	___	(3) Raising Bridge Elevation	_____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
			_____
___	___	(5) Railroad Overpass(es)	_____
___	___	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	CITY/COUNTY

2. Preparation of Bridge Layouts (each bridge) *(continued)*
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
        - Railroad Companies
        - FHWA
        - U.S. Army Corps of Engineers
        - U.S. Coast Guard
        - Bureau of Reclamation
        - Texas Parks and Wildlife
        - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services Provided By:
ENGINEER CITY/COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	CITY/COUNTY
___	___

CONSTRUCTION MANAGEMENT SERVICES:

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

___ ___ **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	CITY/COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY or TxDOT facilities
		(2) Open during normal COUNTY and State work hours
		(3) Personnel available to answer questions
		(4) Availability of Project Files
		(5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs
		i) Administrative costs
___	___	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
___	___	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
___	___	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER CITY/COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		11) PAYMENT SCHEDULE
___	___	a) Project Administration
		i) Payment and Milestones
		(a) Full Project Office
		(1) Lump Sum Basis (assume 1 year project presence)
		(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
		(3) Remainder paid out in equal monthly installments of 15% starting the following month.
		(4) Monthly billing to COUNTY OF HIDALGO will be required.
		b) Title Services
		ii) Payment
		(a) Per Parcel basis.
		iii) Milestones
		(a) 100% upon securing initial title commitment.
		c) Appraisal Services
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% paid upon delivery of complete and acceptable appraisal report
		d) Appraisal Review
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon submission of ROW-A-10
		e) Appraisal Update
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon delivery of complete and acceptable appraisal update.
		f) Negotiation, Task, and Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 80% upon presentation of initial offer.
		(b) 20% upon successful negotiation and all instruments are recorded.
		g) Closing Service Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon recordation of instrument of conveyance.
		h) Relocation Assistance
		i) Payment
		(a) Per Relocation
		ii) Milestones
		(a) 100% upon issuance of 90-day vacancy letter.
		i) Compensable Utilities
		i) Payment
		(a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "C"
WORK SCHEDULE
FM 676 (MILE 5) Project
From SH 107 (Conway) to Taylor Road

TASK AND DESCRIPTION	FIRM	2016												2017										
		JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																								
SCHEMATIC																								
Road)																								
Pre-design Meeting with TxDOT																								
Develop Alternatives & Matrix	L&G																							
Develop & Submit Schematic	L&G			Submit Schem																				
TxDOT Review																								
Advertise & Conduct Public Meeting	L&G				Public Meeting																			
Revise & Submit Final Schematic for FHWA approval	L&G						Submit Final																	
FHWA/TxDOT Review & Revisions	TxDOT																							
TxDOT Schematic Approval	TxDOT																							
FHWA Schematic Approval	FHWA																							
Process Technical Reports	TxDOT																							
Agency Coordination	TxDOT																							
Administratively Complete Document	TxDOT																							
Environmental Decision	TxDOT																							
Hydrological Map	L&G																							
Preliminary Compensable Utilities	L&G																							

L&G Engineering Tasks
TxDOT Tasks

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Other Direct Expenses:	**Cost**	
Lodging	$85/night	
Meals	$36/day	
Mileage	$0.56/mile	
Car Rental	$75.00/day	
8 1/2" X 11" copies	$1.00/sheet	
11" X 17" copies	$1.50/sheet	
11" X 17" Mylar	$2.00/sheet	
Overnight Mail - Letter Size	$15.00/Each	
Overnight Mail - Oversized Box	$38.00/Each	

JG Approved 7/15/2015

EXHIBIT "D"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.56/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "D"
CONTRACT RATES

***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index		$498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "D"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2015 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

EXHIBIT "G"

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

L&G Consulting Engineers, Inc.
dba L&G Engineering
2100 W. Expressway 83
Mercedes TX 78570

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

EXHIBIT "G"

PRODUCER
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

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

AUTHORIZED REPRESENTATIVE

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L&G Engineering
Transportation Consultants

December 8, 2015

The Honorable Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos
724 N. Breyfogle
Mission, Texas 78572

COPY

RE: Subcontracting Notice for FM 676 (Mile 5) Project
Limits: from SH 107 (Conway) to Taylor Road

Dear Commissioner Flores:

We would like to inform you of the subcontractor that we will be using on the FM 676 (Mile 5) Phase I from SH 107 (Conway) to Taylor Road project. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Archeological/Historical Services (see attached proposal) for this project.

Subcontractor:
Archeological & Historical Services:
Ms. Jill Madden
AmaTerra Environmental Inc.
4009Banister Lane, Ste. 300
Austin, Texas 78704
Phone (512)-329-0031

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-427-12-15
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation for the Environmental Assessment, Public Involvement, Schematic Design and Hydrologic Map for the FM 676 (Mile 5) from SH 107 (Conway) to Taylor Road.

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 **$737,400.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

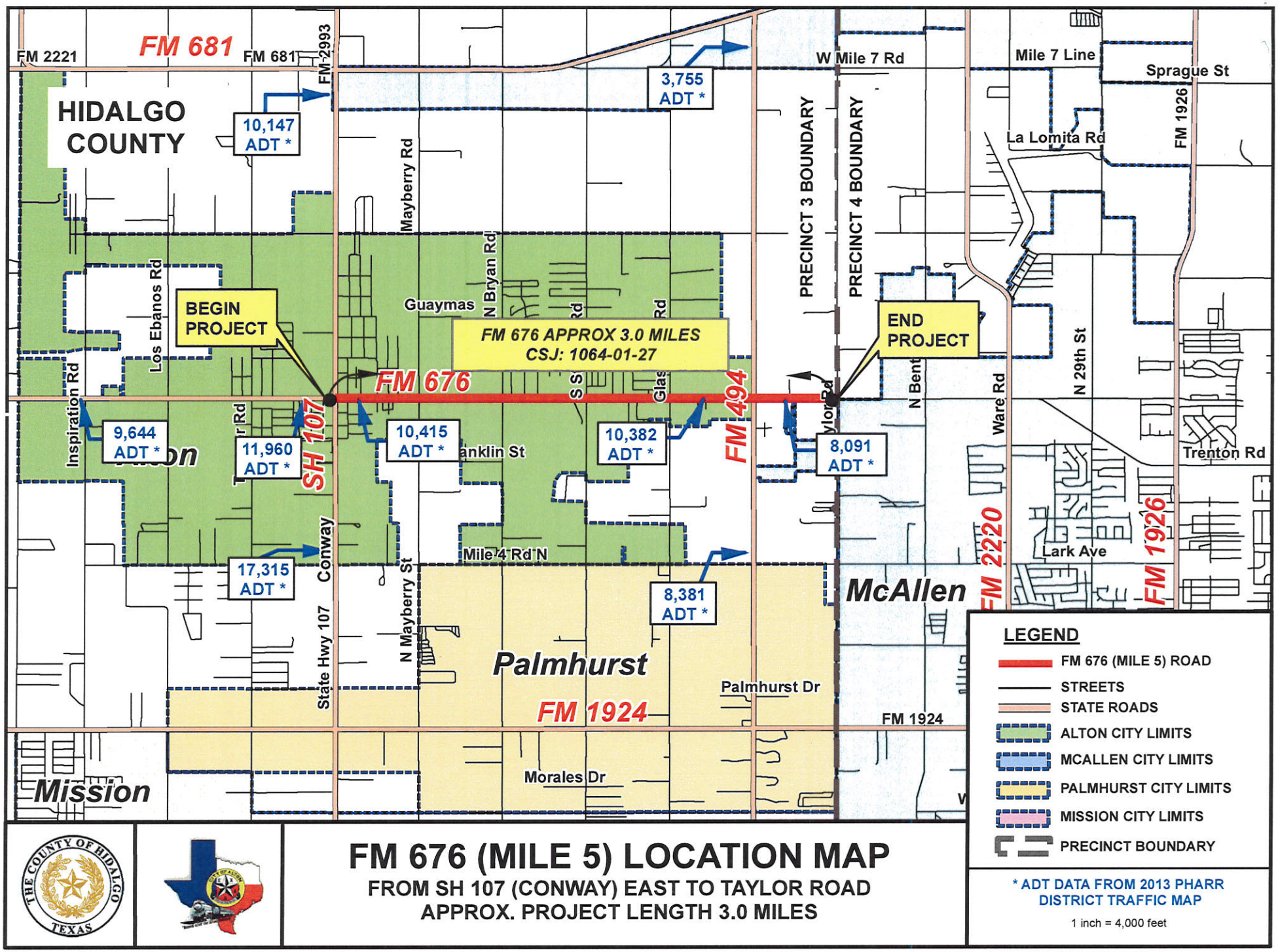
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Man-hour Breakdown



FM 676 (MILE 5) LOCATION MAP

FROM SH 107 (CONWAY) EAST TO TAYLOR ROAD
APPROX. PROJECT LENGTH 3.0 MILES

Document Path: G:\GIS I\PROJECTS\HIDALGO\FM 676\2015\FM676 LOCATION MAP SH 107 TO TAYLOR SEG2 - Copy.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	HIDALGO COUNTY
CONTROL:	CSJ: 1064-01-27
PROJECT/DESCRIPTION:	ENVIRONMENTAL DOCUMENT, PUBLIC INVOLVEMENT, SCHEMATIC DESIGN
LENGTH:	3.0 MILES
HIGHWAY:	FM 676 (MILE 5)
LIMITS:	FROM SH 107 (CONWAY) TO TAYLOR ROAD

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

CITY shall mean the City of Alton.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	NO	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
YES	NO	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
YES	NO	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
YES	NO	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
YES	NO	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
YES	NO	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
YES	NO	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
YES	NO	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
YES	NO	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
YES	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
YES	NO	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
YES	NO	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
YES	NO	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
YES	NO	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
YES	NO	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
YES	NO	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
YES	NO	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
YES	NO	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
YES	NO	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
YES	NO	5. General Guidelines for Preparation of Environmental Documents

a. All technical reports will be submitted electronically to TxDOT through their FTP site.
b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	N/A	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
YES	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Hydrologic map showing drainage areas, contours and drainage Q's.
NO	N/A	b. Drainage area maps showing existing conditions and proposed improvements.
NO	N/A	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	N/A	(3) Culverts
NO	N/A	(4) Bridge waterways
NO	N/A	(5) Channels
NO	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	N/A	(1) New culverts
NO	N/A	(2) Culvert widening and/or lengthening
NO	N/A	(3) Culvert replacements
		b. Storm sewers
NO	N/A	(1) New storm sewers
NO	N/A	(2) Modify existing storm sewers
NO	N/A	(3) Inlets
NO	N/A	(4) Manholes
NO	N/A	(5) Trunk lines
NO	N/A	c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
NO	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
NO	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
NO	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
NO	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "C"
WORK SCHEDULE
FM 676 (MILE 5) Project
From SH 107 (Conway) to Taylor Road

TASK AND DESCRIPTION	FIRM	2016												2017									
		JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																								
SCHEMATIC																								
Road)																								
Pre-design Meeting with TxDOT																								
Develop Alternatives & Matrix	L&G																							
Develop & Submit Schematic	L&G			Submit Schem																				
TxDOT Review																								
Advertise & Conduct Public Meeting	L&G				Public Meeting																			
Revise & Submit Final Schematic for FHWA approval	L&G						Submit Final																	
FHWA/TxDOT Review & Revisions	TxDOT																							
TxDOT Schematic Approval	TxDOT																							
FHWA Schematic Approval	FHWA																							
Process Technical Reports	TxDOT																							
Agency Coordination	TxDOT																							
Administratively Complete Document	TxDOT																							
Environmental Decision	TxDOT																							
Hydrological Map	L&G																							
Preliminary Compensable Utilities	L&G																							

L&G Engineering Tasks
TxDOT Tasks

EXHIBIT D-1
ESTIMATED MAN-HOUR BREAKDOWN

FM 676 (MILE 5) PROJECT
(from SH 107 (Conway) to Taylor Road)

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	211.40	175.16	147.98	129.86	96.64	66.44	60.40			
	WORK AUTHORIZATION NO. 1										
	PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN										
1	Environmental Document with TxDOT	120		463	300		118	204	1205		$ 153,000.15
2	Public Involvement with stakeholders and 1 Public Meeting	52		77	77		45	10	261		$ 36,000.21
3	Archeological and Historical Research (See Page 2 & 2 for Sub Cost)	11		14	8	6	11	1	51	$ 28,176.80	$ 6,823.68
4	Engineering Technical Support at Public Meetings with Layouts, etc.	28		47	45		47	11	178		$ 22,500.21
5	Schematic for Roadway	151	151	59	490	618	439	46	1954		$ 222,400.05
6	Hydrological Map for 2 Outfall Drain Ditches & Capacities	19	40	17	159	193	143	11	582		$ 63,000.22
9	Office Surveys for Schematic	26	12	6	79	76	76	6	281		$ 31,500.11
10	Preliminary Compensable Utility Identification on Schematic	44	40	20	150	199	182	32	667		$ 72,000.12
11	Update Schematic based on comments as provided by TxDOT/FHWA	9	5		70	101	116	11	312		$ 30,000.08
12	Engineering Technical Support at Public Hearing with Layouts, etc.	38	35	58	64		52	25	272		$ 36,000.09
13	Public Involvement for 1 Public Hearing	56	14	75	50		55	8	258		$ 36,000.21
	SUB-TOTAL	**554**	**297**	**836**	**1492**	**1193**	**1284**	**364.643**	**6020.643**	**$ 28,176.80**	**$ 709,225.13**

Sub-Total Manhours Fee with Subconsultant Fee:	$ 737,401.93
*** TOTAL PROJECT FEE:**	**$ 737,400.00**

* Rounded Figure

EXHIBIT D-1

COST BREAKDOWN										
FM 676: From Taylor Road to La Homa Road										
LABOR	**PCR**	**Permit App/ Research Design**	**Fieldwork**	**Draft and Final Reports**	**Curation**	**Admin and Project Mgmt**	**Total**	**Unit**	**Unit Price**	**Cost**
Principal						2	2	hr	$ 216.00	$ 432.00
Archeologist V/ Principal Investigator	6	2		6		4	18	hr	$ 128.00	$ 2,304.00
Archeologist III	8	4	32	28	4		76	hr	$ 73.00	$ 5,548.00
Archeologist II							0	hr	$ 68.00	
Archeologist I			32	4	8		44	hr	$ 58.00	$ 2,552.00
Historical Architect/ Senior Historian	6			4		4	14	hr	$ 133.00	$ 1,862.00
Architectural Historian III		24	16	40			80	hr	$ 104.00	$ 8,320.00
Historian II	8			16			24	hr	$ 82.00	$ 1,968.00
GIS Specialist	4		2	10			16	hr	$ 84.00	$ 1,344.00
Administrative/ Document Production Supervisor						4	4	hr	$ 88.00	$ 352.00
Editor				6			6	hr	$ 60.00	$ 360.00
TOTAL LABOR										$ 25,042.00
EXPENSES	**PCR**	**Permit App/ Research Design**	**Fieldwork**	**Draft and Final Reports**	**Curation**	**Admin and Project Mgmt**	**Total**	**Unit**	**Unit Price**	**Cost**
Copies, b/w	60	100	150	400	100	20	830	each	$ 0.10	$ 83.00
Copies, color	40	50	30	350	15	20	505	each	$ 1.00	$ 505.00
Mileage			850				850	mile	$ 0.56	$ 476.00
Lodging (NTE)			9				9	night	$ 88.00	$ 792.00
Taxes, lodging (15%)			9				9	night	$ 13.20	$ 118.80
Meals			10				10	day	$ 51.00	$ 510.00
Airfare			1				1	each	$500.00	$ 500.00
Car Rental			2				2	day	$75.00	$ 150.00
TOTAL EXPENSES										$ 3,134.80
TOTAL										**$ 28,176.80**

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-427-12-15-L&G ENGINEER-FM 676-PCT 3

From : Steve Crain <scrain@atlashall.com> Thu, Dec 10, 2015 03:33 PM
Subject : RE: C-15-427-12-15-L&G ENGINEER-FM 676-PCT 3
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, December 10, 2015 12:13 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: C-15-427-12-15-L&G ENGINEER-FM 676-PCT 3

Mr. Crain:

Attached is the corrected agreement. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, December 10, 2015 11:46:14 AM
Subject: RE: C-15-427-12-15-L&G ENGINEER-FM 676-PCT 3

In 3.1 change “Scopes” to Scope.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, December 10, 2015 11:35 AM
To: Steve Crain <scrain@atlashall.com>
Subject: C-15-427-12-15-L&G ENGINEER-FM 676-PCT 3

Mr. Crain:

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
Edinburg, Texas 78539

AI-52606 **Purchasing Department** **22. D. 2.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 4 (with a estimated cost of $821,000.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Engineering Services required for the preparation for Right-of-Way Acquisition and Compensable Utility Management for the Liberty Road project from Mile 3 to FM 2221" located in Pct #3 through Contract # C-12-246-10-16.
b. Pursuant to contract with L&G Engineering, (Article 14) to C-12-246-10-16, approval to permit the subcontracting of Leonel Garza & Associates and HLH Appraisal Services for the Liberty Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-123-100-0-841/721

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

BUDGETARY IMPACT:

Funds available as of 12/11/15.

Attachments

Wk Auth #4

Subcontracting Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/10/2015 01:43 PM
Budget & Management	Veronica Ortiz	12/10/2015 02:10 PM
Glinda Pacheco	Glinda Pacheco	12/11/2015 03:03 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Norma Ceballos		Started On: 12/09/2015 02:59 PM
Final Approval Date: 12/11/2015		

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-246-10-16
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. *d/b/a* L&G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation for Right-of-Way Acquisition and Compensable Utility Management for the Liberty Road project from Mile 3 to FM 2221.

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 $821,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as *EXHIBIT "D-1" - Fee Schedule.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No. 5-1347-431-00-123-100-0-8410-721

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" - Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 4.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

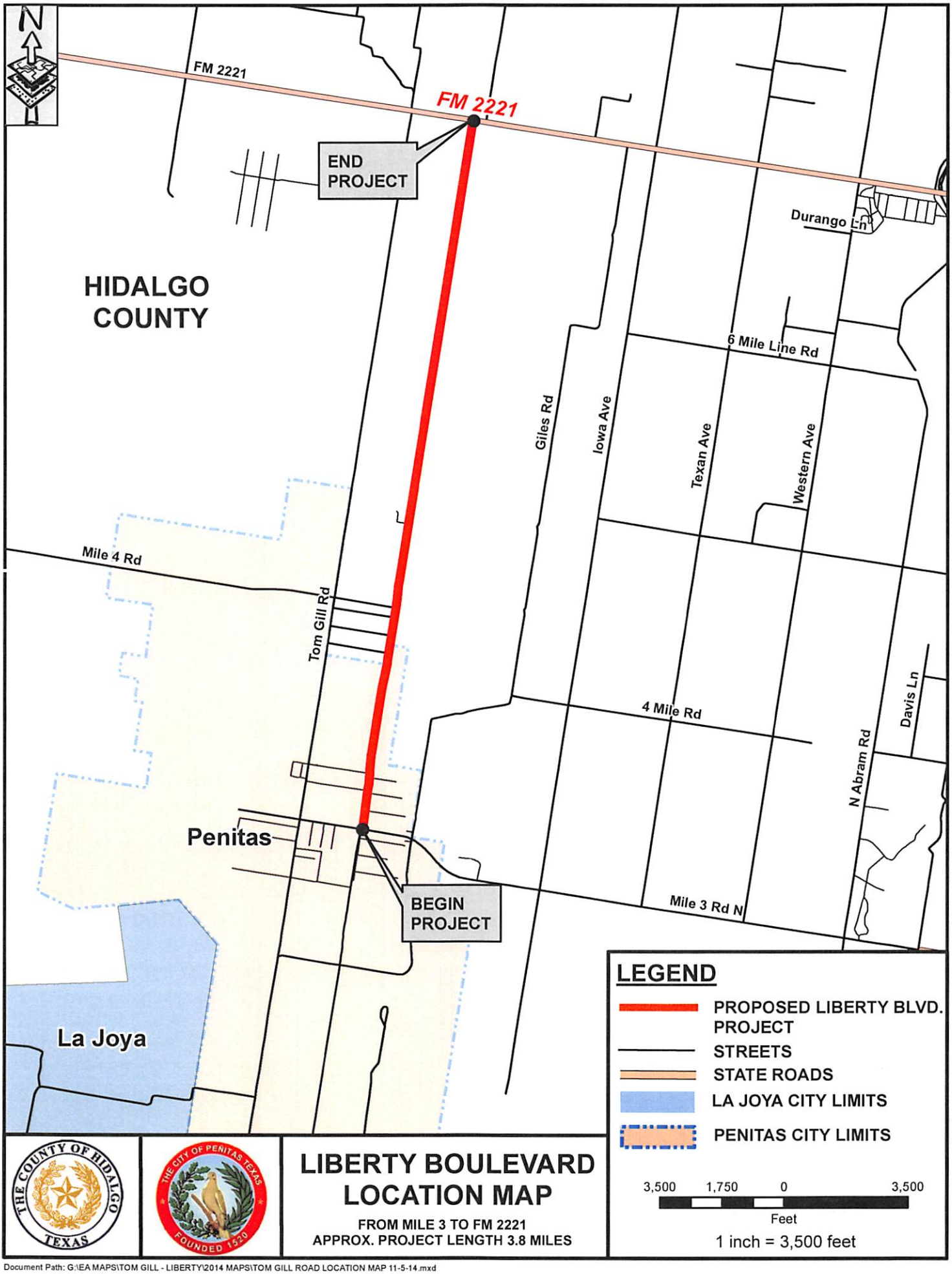
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Fee Schedule and Estimated Man-hour Breakdown



LIBERTY BOULEVARD LOCATION MAP

FROM MILE 3 TO FM 2221
APPROX. PROJECT LENGTH 3.8 MILES

Document Path: G:\EA MAPS\TOM GILL - LIBERTY\2014 MAPS\TOM GILL ROAD LOCATION MAP 11-5-14.mxd

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER

1. The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The COUNTY will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The COUNTY will provide the ENGINEER with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the ENGINEER to maintain an agreed upon project schedule.

4. The COUNTY will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	CITY OF PEÑITAS/HIDALGO COUNTY
CONTROL:	CSJ: 0921-02-194
PROJECT/DESCRIPTION:	Revise Right-of-Way Map, Compensable Utility Management, Right-of-Way Acquisition
LENGTH:	3.8 MILES
HIGHWAY:	LIBERTY ROAD
LIMITS:	FROM: MILE 3 TO FM 2221

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean Right-of-Way Surveying Surveys, Inc.

STATE shall mean Texas Department of Transporation.

COUNTY shall mean the Hidalgo County

CITY shall mean the City of Alton

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 40 PARCELS, 7 EASEMENTS AND 1 RELOCATION/DISPLACEMENT)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	NO	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	NO	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
YES	NO	c) Overhead Costs i) Administrative costs
YES	NO	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
YES	NO	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
YES	NO	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
YES	NO	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
YES	NO	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	NO	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	NO	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
YES	NO	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
YES	NO	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	NO	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
YES	NO	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
YES	NO	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
YES	NO	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	NO	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
YES	NO	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
YES	NO	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
YES	NO	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
YES	NO	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
YES	NO	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
YES	NO	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
YES	NO	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
YES	NO	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
YES	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
YES	NO	g) Prepare a separate negotiator contact report for each parcel per contact.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
YES	NO	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
YES	NO	j) Prepare final offer letter, documents of conveyance as necessary.
YES	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
YES	NO	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
YES	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
YES	NO	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
YES	NO	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
YES	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
YES	NO	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES
YES	N/A	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
YES	N/A	b) L&G will provide advisory services to business displacements and relocate them effectively.
YES	N/A	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
YES	NO	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
YES	NO	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

YES NO e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

YES NO f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		11) PAYMENT SCHEDULE
YES	NO	a) Project Administration
		i) Payment and Milestones
		(a) Full Project Office
		(1) Lump Sum Basis (assume 1 year project presence)
		(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
		(3) Remainder paid out in equal monthly installments of 15% starting the following month.
		(4) Monthly billing to COUNTY OF HIDALGO will be required.
		b) Title Services
		ii) Payment
		(a) Per Parcel basis.
		iii) Milestones
		(a) 100% upon securing initial title commitment.
		c) Appraisal Services
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% paid upon delivery of complete and acceptable appraisal report
		d) Appraisal Review
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon submission of ROW-A-10
		e) Appraisal Update
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon delivery of complete and acceptable appraisal update.
		f) Negotiation, Task, and Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 80% upon presentation of initial offer.
		(b) 20% upon successful negotiation and all instruments are recorded.
		g) Closing Service Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon recordation of instrument of conveyance.
		h) Relocation Assistance
		i) Payment
		(a) Per Relocation
		ii) Milestones
		(a) 100% upon issuance of 90-day vacancy letter.
		i) Compensable Utilities
		i) Payment
		(a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
ROW Acquisition	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

Client: Hidalgo County Precinct #3

PROJECT DEVELOPMENT SCHEDULE
Liberty Road
From Mile 3 To FM 2221
Length = 3.80 miles

TASK AND DESCRIPTION	FIRM	2016												2017		
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
WORK AUTHORIZATION NO. 4																
PHASE III: Revise ROW Map & Acquisition																
ROW Acquisition (Est. 46 Parcels)																
ROW Release (Pending Execution of AFA with TxDOT)	TxDOT															
Project Administration	L&G															
Coordination with County & TxDOT	L&G															
Title Commitments	L&G															
Appraisal Reports	L&G															
Appraisal Review Reports	L&G															
Appraisal Update Reports	L&G															
Approved Values by TxDOT	TxDOT															
Acquisition Negotiation Offers	L&G															
Title Curative Process	L&G															
Title Commitment Updates	L&G															
Payments for Parcels	L&G															
L&G Condemnation Support Process	L&G															
Eminent Domain Proceedings by County	County															
Title Insurance Policies	L&G															
Consumation of Outstanding Cases	L&G															
Compensable Utility Management																
Compensable Utility Oversight	L&G															

L&G FUNCTION
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

9:58 AM12/8/2015

		ADD erator	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT	.85	53.02			
WORK AUTHORIZATION NO. 4						
PHASE III - RIGHT-OF-WAY ACQUISITION, COMP UTILITY MANA						
2	Right-of-Way Costs - Acq. Services est. 47 Parcels (40 Parcels &			0	$ 671,000.00	$ 671,000.00
3	Estimated Compensable Utility Management for Acq. of Property	00	8	1497	$ -	$ 150,000.23
SUB-TOTAL		**00**	**8**	**1496.51**	**$**	**821,000.23**

h Sub-Consultant Costs:	$	821,000.23
Total Project Fee:	**$**	**821,000.00**

nded Figure

EXHIBIT "D-1"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

Liberty Road
Limits: from Mile 3 to FM 2221
CSJ: 0921-02-194

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	
47	$5,950.00	$600.00	$2,750.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$279,650.00	$28,200.00	$129,250.00	$37,600.00	*	$164,500.00	$9,400.00	$22,400.00	
GRAND TOTAL									**$671,000.00**

(*) Appraisal Update costs included in Project Administration.
(**) One (1) Relocation assistance cost or displacement
- Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

L&G Engineering
Transportation Consultants

December 7, 2015

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle
Mission, Texas 78572

RE: Subcontracting Notice for Tom Gill / Liberty Road Project
Contract No. 12-246-10-16

Dear Commissioner Flores:

We would like to inform you of the subcontractor that we will be using on the Tom Gill / Liberty Road Project (from Mile 3 to FM 2221) project.

Subcontractors:

ROW Appraisal Services:
Mr. Leonel Garza
Lionel Garza & Associates
1419 Dove Ave, Suite #1
McAllen, Texas 78504
956-687-7295

ROW Appraisal Services:
Mr. Harvey Heerssen
HLH Appraisal Services
6107 Aberton Forest Drive
Houston, Texas 77084
281-855-7763

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

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

AI-52609 **Purchasing Department** **22. D. 3.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "South Detention Basin" project as approved for negotiations on CC 12-01-15.

b. Acceptance and approval of Work Authorization #1 (with a estimated cost of $255,005.10) as submitted by project engineer, L&G Engineering for, "South Detention Basin" Engineering Services required for Construction Management Services, Construction Inspection and Construction Material Testing for the South Detention Basin project" located in Pct #3 through Contract #

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-123-117-0-723

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

BUDGETARY IMPACT:

Funds available as of 12/11/15.

Attachments

Contract
Work Authorization
Legal Approval
C

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/10/2015 04:53 PM
Budget & Management	Veronica Ortiz	12/11/2015 08:23 AM
Glinda Pacheco	Glinda Pacheco	12/11/2015 02:49 PM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Norma Ceballos		Started On: 12/09/2015 03:24 PM
Final Approval Date: 12/11/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-426-12-15

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **"South Detention Basin Facility"** project for ***Hidalgo County Precinct No. 3*** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer** are those services more particularly identified in **EXHIBIT "B"**, attached hereto and make a part of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This agreement is for the earlier of a period of **two (2) years,** commencing, **December 15, 2015,** expiring, **December 14, 2017** or ***upon completion of the Scope of the Project*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as

provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to

adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7**

herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will

affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at

any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Project and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The

Engineer shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering

practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the

development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agre+es to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this

Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.** d/b/a
302 W. University Drive	**L&G Engineering**
Edinburg, Texas 78539	2100 West Expwy 83
	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	– Scope of Services to be provided by the Owner
EXHIBIT B	– Scope of Services to be provided by the Engineer
EXHIBIT C	– Work Schedule – (to be included in Work Authorization)
EXHIBIT D	– Contract Rates
EXHIBIT E	– Sample Work Authorization Form
EXHIBIT F	– Sample Supplemental Agreement Form
EXHIBIT G	– Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2015-006-02-04-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension 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 OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the South Detention Basin located within Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project **Engineer**.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of the 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 **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 Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: _____

LENGTH: _____

HIGHWAY: _____

LIMITS: _____

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation and/or City of _____.

COUNTY shall mean _____County.

CITY shall mean the City of _____.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
___	___	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
___	___	(2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
___	___	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
___	___	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
___	___	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
___	___	a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
___	___	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
___	___	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
___	___	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
___	___	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents
		a. All technical reports will be submitted electronically to TxDOT through their FTP site.
		b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
		d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
		f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
For purposes of this Contract, the following definitions shall apply:
2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By: SURVEYOR	CITY/COUNTY	
—	—	3.2 *Right-of-Way Map Continued (continued)*
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

___ ___ 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

___ ___ 3.3.2. Parcel Plat:
A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
___	___	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
___	___	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3. ROW Map Submittal Requirements: 4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17") 4.2.2. One (1) paper set of the full-size ROW maps (22"x 34") 4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD. IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements: 4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision 4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision 4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and 4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
___	___	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
___	___	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
___	___	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
___	___	4.6. Records used to establish ownership.
___	___	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
___	___	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
___	___	4.9. Items indicated under the Automation Requirements Section 6.
___	___	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

Services Provided By:
SURVEYOR CITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts
		(a) Inventory commercial entrances, public roads and side streets separately.
		(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
		(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
		(d) Obtain width at R.O.W. line.
		(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking at bridge class structures.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Locate wetlands.
___	___	(24) Locate existing right-of-ways.
		d. Construction Surveys:
		In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

2. **Photogrammetric Products**
   a. Uncontrolled Photography
      (1) Contact Prints
      (2) Mosaics
      (3) Digital ortho plots
   b. Mapping
      (1) Planimetric Maps
      (2) Contour Maps
      (3) Cross Sections
      (4) Profiles
      (5) Digital Terrain Models (DTM)

3. **UTILITY SUBSURFACE INVESTIGATION:**
Utility Quality Levels are in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
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3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. **DELIVERABLES:**

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. *Deliverables (continued)*
___	___	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
___	___	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
___	___	4.10. Survey reports in a format requested by the ENGINEER.
___	___	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

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5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Geometric Design
___	___	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
___	___	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
___	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

___	___	[illegible] slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Route Location Studies
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___	d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
		a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
		b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	CITY/COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	____
___	___	(4) Direct Connector(s)	____
___	___	(5) Ramp Bridge(s)	____
___	___	(6) Waterway Structure(s)**	____
___	___	(7) Pedestrian Structure(s)	____
___	___	(8) Utility Structure(s)	____
___	___	(9) Railroad Underpass(es)	____
___	___	(10) Railroad Overpass(es)	____
___	___	(11) Bridge Classification Culvert(s)**	____
___	___	(11) Alternate Structural Designs	____
___	___	(12) Alternate Foundation Design	____
		Total New Structures =	
		b. Existing Structure(s)	____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	____
___	___	(3) Raising Bridge Elevation	____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____ ____
___	___	(5) Railroad Overpass(es)	____
___	___	(6) Railroad Underpass(es)	____
		Total Existing Structures =	____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
___	___	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
___	___	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
___	___	5. Bridge Total Quantities and Cost Estimates (each bridge)
___	___	6. Bridge Special Provisions and Specifications (each bridge)
___	___	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
___	___	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER CITY/COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	**CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES (for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	CITY/COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY or TxDOT facilities
		(2) Open during normal COUNTY and State work hours
		(3) Personnel available to answer questions
		(4) Availability of Project Files
		(5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs
		i) Administrative costs
___	___	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
___	___	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
___	___	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER CITY/COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		11) PAYMENT SCHEDULE
___	___	a) Project Administration i) Payment and Milestones (a) Full Project Office (1) Lump Sum Basis (assume 1 year project presence) (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services. (3) Remainder paid out in equal monthly installments of 15% starting the following month. (4) Monthly billing to COUNTY OF HIDALGO will be required. b) Title Services ii) Payment (a) Per Parcel basis. iii) Milestones (a) 100% upon securing initial title commitment. c) Appraisal Services i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% paid upon delivery of complete and acceptable appraisal report d) Appraisal Review i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon submission of ROW-A-10 e) Appraisal Update i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon delivery of complete and acceptable appraisal update. f) Negotiation, Task, and Fees i) Payment (a) Per Parcel Basis ii) Milestones (a) 80% upon presentation of initial offer. (b) 20% upon successful negotiation and all instruments are recorded. g) Closing Service Fees i) Payment (a) Per Parcel Basis ii) Milestones (a) 100% upon recordation of instrument of conveyance. h) Relocation Assistance i) Payment (a) Per Relocation ii) Milestones (a) 100% upon issuance of 90-day vacancy letter. i) Compensable Utilities i) Payment (a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Other Direct Expenses:	**Cost**	
Lodging	$85/night	
Meals	$36/day	
Mileage	$0.56/mile	
Car Rental	$75.00/day	
8 1/2" X 11" copies	$1.00/sheet	
11" X 17" copies	$1.50/sheet	
11" X 17" Mylar	$2.00/sheet	
Overnight Mail - Letter Size	$15.00/Each	
Overnight Mail - Oversized Box	$38.00/Each	

JG Approved 7/15/2015

EXHIBIT "D"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.56/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "D"
CONTRACT RATES

*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index — $498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "D"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____
_____.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" – Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" Fee Schedule*.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:	THE OWNER:
L&G ENGINEERING	HIDALGO COUNTY
_____	_____
By: Jacinto Garza, P.E. President	By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2015 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

EXHIBIT "G"

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

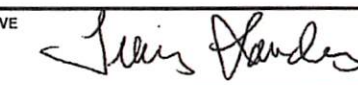
CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE  <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

EXHIBIT "G"

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

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

AUTHORIZED REPRESENTATIVE

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HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-426-12-15
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for Construction Management Services, Construction Inspection and Construction Material Testing for the South Detention Basin project.

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 **$255,005.10**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **5-1347-431-00-123-117-0-723**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Man-hour Breakdown

EXHIBIT "A"
SCOPE OF 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 South Detention Basin located within Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project **Engineer**.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of the 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 **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 Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	Hidalgo County
CONTROL:	N/A
PROJECT/DESCRIPTION:	Construction Management Services, Construction Inspection and Construction Material Testing for the South Detention Basin Project
LENGTH:	Approx. 0.5 Miles
HIGHWAY:	N/A
LIMITS:	Approx. 0.1 Miles South of US Expressway 83 to Approx. 0.6 Miles South of US Expressway 83

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- ___ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)
- X Other (Detention Pond)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

YES NO **Construction Bidding:**

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

YES NO **Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E and/or Project specifications.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	**Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) Final Acceptance. Following the completion of Construction by the Contractor, the Engineer will provide the services required for the final inspection and recommendation for project acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specification. The ENGINEER will also review and approve all as-built drawings (to show the work as actually constructed) and furnish to COUNTY three sets (3) of prints of the as-built drawings.

YES	NO	**CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (latest) or as otherwise dictated on Project Specifications. The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(e) Concrete batching at the plant(s) to insure delivery of acceptable material to the job site (as required)
(f) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.

EXHIBIT "C"
PROJECT SCHEDULE
South Detention Basin

WA#1 - Construction Management, Inspection and Material Testing for South Detention Basin Project

	2015	2016												2017		
TASK AND DESCRIPTION	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Construction Management (Bidding Assistance, Advertising for Bids, Bid Accept.)																
*Construction Inspection																
*Construction Material Testing																

L&G Engineering (Lined Overprint signifies probable Bid Advertising & Selection)
Hidalgo County

*Construction Time is estimated on this exhibit at approx. 12 months. This is only an esimate and Construction Inspection & CMT will be provided througout the entirety of the actual Construction Time for the Project.

EXHIBIT D
FEE PROPOSAL

South Detention Basin
Work Authorization #1

	South Detention Basin Project Construction Management, Inspection & Construction Materials Testing	MANHOURS						Total Line Item Cost
		Senior Project Manager	Project Engineer	Project Inspector (V)	Project Inspector (I)	Admin / Clerical	L&G TOTAL HOURS	
	CONTRACT RATE (FY 2015)	**$211.40**	**$129.86**	**$84.56**	**$66.44**	**$60.40**		
1	Construction Management (Bidding Assistance, Contract Admin, etc.)	138	87			75	300	$ 45,001.02
2	Construction Inspection			633	1630	301	2564	$ 180,004.08
3	Construction Material Testing							$ 30,000.00
	Subtotal Hours	**138**	**87**	**633**	**1630**	**376**	**2864**	**$ 255,005.10**

Grand Total $ 255,005.10

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: L&G Contract-South Detention Basin Facility

From : Steve Crain <scrain@atlashall.com> Thu, Dec 10, 2015 01:32 PM
Subject : RE: L&G Contract-South Detention Basin Facility
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, December 10, 2015 12:40 PM
To: Steve Crain <scrain@atlashall.com>
Subject: L&G Contract-South Detention Basin Facility

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

EXHIBIT "C"
PROJECT SCHEDULE
South Detention Basin

WA#1 - Construction Management, Inspection and Material Testing for South Detention Basin Project

	2015	2016												2017		
TASK AND DESCRIPTION	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Construction Management (Bidding Assistance, Advertising for Bids, Bid Accept.)																
*Construction Inspection																
*Construction Material Testing																

L&G Engineering (Lined Overprint signifies probable Bid Advertising & Selection)
Hidalgo County

*Construction Time is estimated on this exhibit at approx. 12 months. This is only an esimate and Construction Inspection & CMT will be provided througout the entirety of the actual Construction Time for the Project.

AI-52622 **Purchasing Department** **22. E. 1.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Budget & Management:
Requesting exemption from HCCC approved "Order" for Minor [Day to Day] Purchases deadline of November 6, 2015 so as to order/purchase [through Requisition #288705] needed supplies with assurances by vendor of delivery prior to 12-31-15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-14-115-001-0-610

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

BUDGETARY IMPACT:

Req #288705 for Office Depot, Inc.; funds available as of 12-11-15.

Attachments

SUPPLIES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/10/2015 01:48 PM
Budget & Management	Veronica Ortiz	12/10/2015 02:11 PM
Ivan Cantu	Ivan Cantu	12/11/2015 11:30 AM
Auditor's Office	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Veronica Ortiz		Started On: 12/10/2015 10:38 AM
Final Approval Date: 12/11/2015		

Office DEPOT

Shopping Cart

Continue ShoppingCheck Out

Description	Price/unit	Qty.	Total
Office Depot® Brand Perforated Writing Pads, 8 1/2" x 11 3/4", Legal Ruled, 50 Sheets, White, Pack Of 12 Pads **Item # 305466 Entered Item # 305466** BEST VALUE ECO Eco-conscious Recycled content	$5.80 / dozen	1 Subscribe	$5.80
Comments			
BIC® Wite-Out® Correction Tape, 471 3/5", Pack Of 10 **Item # 826876 Entered Item # 826876** **Save $2.23** View **Office Depot alternatives** BEST VALUE	$12.82 / pack	1 Subscribe	$12.82
Comments			
Office Depot® Brand Binder Clips, Small, 3/4" Wide, 3/8" Capacity, Black, Pack Of 144 (12 Boxes Of 12 Clips) **Item # 825182 Entered Item # 825182** BEST VALUE	$3.01 / pack	1 Subscribe	$3.01
Comments			
Oxford® Pressboard Classification Folders, Letter Size, 2" Expansion, 65% Recycled, Scarlet, Box Of 10 **Item # 658176 Entered Item # 658176** ECO Eco-conscious Recycled content	$52.79 / box	1	$52.79
Comments			
Scotch-Brite® Dobie All-Purpose Cleaning Pad, Yellow, Pack Of 3 **Item # 559917 Entered Item # 559917** Contract Items	$2.95 / pack	2 Subscribe	$5.90
Comments			
Dawn® Dishwashing Liquid, Original Scent, 1 Gallon **Item # 510302 Entered Item # 510302**	$38.66 / each	1	$38.66
Comments			
HP 57A Color LaserJet Fuser Kit - Laser - 110 V AC **Item # 131499 Entered Item # 131499** Expedited Delivery Options Available at Checkout	$203.69 / each	1	$203.69
Comments			

Description	Price/unit	Qty.	Total
Dell AX210 2.0 Speaker System - 1.2 W RMS - Black **Item # 631402 Entered Item # 631402**	$18.39 / each	1	$18.39
Comments			
Office Depot® Brand Copy & Print Paper, Letter Size Paper, 20 Lb, 500 Sheets Per Ream, Case Of 10 Reams **Item # 348037 Entered Item # 348037** BEST VALUE	$37.49 / case	4 Subscribe	$149.96
Comments			

Subtotal: $491.02

9 item(s): $491.02

AI-52682 **23.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request for waiver of possible conflict by attorney representing County in litigation matter(s)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM
Form Started By: Monica Badillo		Started On: 12/11/2015 04:51 PM
Final Approval Date: 12/11/2015		

AI-52629 **Closed Session** **24. C.**

CC - REGULAR

Meeting Date: 12/15/2015

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

Form Started By: Monica Badillo Started On: 12/10/2015 12:09 PM

Final Approval Date: 12/10/2015

AI-52554 **Closed Session** **24. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5589-15-F; Hidalgo County and State of Texas acting on behalf of Texas Commision on Environmental Quality, a necessary and indispensable party v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:52 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/04/2015 05:28 PM

Final Approval Date: 12/11/2015

AI-52644 **Closed Session** **24. E.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5028-15-G; John Ray Rodriguez and Elisa Rodriguez, ANF of Desaray Rodriguez, A Minor Vs Roque Cavazos and Hidalgo County Constable, Precinct 2

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 10:10 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/11/2015 09:08 AM

Final Approval Date: 12/11/2015

AI-52630 **Open Session** **26. C.**

CC - REGULAR

Meeting Date: 12/15/2015

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

Form Started By: Monica Badillo Started On: 12/10/2015 12:10 PM

Final Approval Date: 12/10/2015

AI-52555 **Open Session** **26. D.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5589-15-F; Hidalgo County and State of Texas acting on behalf of Texas Commision on Environmental Quality, a necessary and indispensable party v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2015 08:52 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/04/2015 05:29 PM

Final Approval Date: 12/11/2015

AI-52645 **Open Session** **26. E.**

CC - REGULAR

Meeting Date: 12/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5028-15-G; John Ray Rodriguez and Elisa Rodriguez, ANF of Desaray Rodriguez, A Minor Vs Roque Cavazos and Hidalgo County Constable, Precinct 2

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2015 10:10 AM
Purchasing Department	Monica Badillo	12/11/2015 05:44 PM

Form Started By: Monica Badillo Started On: 12/11/2015 09:28 AM

Final Approval Date: 12/11/2015