AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 14, 2016
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. **Emergency Management:**

   A. AI-55032 Update on May 31, 2016 Severe Weather Event.

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

   A. AI-54996 DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
   1. Approval of VCLG Grant Budget Adjustment and Modification Form.
   2. Approval and authorization for County Judge to sign Grant Budget Adjustment and Modification Form.

   B. AI-55030 Ratification of Border Prosecution Unit (BPU) FY16 Grant #2537805.

7. **County Clerk's Office - Arturo Guajardo, Jr.:**

   A. AI-54834 Approval to select names for the 2016 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

8. **Sheriff's Office:**

A. AI-54849 1. Approval to declare surplus and remove from County Inventory list, Co. Asset #63512 (German Shepherd) Hidalgo County Sheriff's Office K-9 "Henri" due to medical reasons causing inability to perform work duties.
2. Approval for the return of K-9 "Henri" to donor Deputy Francisco Guerrero, as per agreement (AI #48720 03/17/15) after removal from Hidalgo County Sheriff's Office service.
3. Requesting consideration and approval on the acceptance of one (1) male German Shepherd canine, "Miho", for the Hidalgo County Sheriff's Office donated by Mr. Frank Guerrero, as a replacement for canine "Henri", and its inclusion in the County Inventory list. Upon the K-9's retirement, separation and/or impeding medical conditions, the K-9 will be returned to Mr. Guerrero.

9. **Executive Office:**

A. AI-55027 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 Edinburg Municipal Airport & City of Edinburg Property"

2. Requesting engagement with the firm of The J. Ramirez Law Firm for the "Provision of Legal Services/Representation in connection with Edinburg Municipal Airport & City of Edinburg Property" and authority to submit letter of engagement (subject to compliance with HB1295)

B. AI-54958 Approval to accept Aurelio Vaca & Guadalupe Vaca Settlement Money Order in the amount of $500.00 to settle auto claim with County vehicle. (Precinct 1)

10. **Human Resources:**

A. AI-54973 Sheriff's Office (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:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance
Delete Clothing Allowance	280-001	0421	Lieutenant Step I	$500.00	$0.00
Delete Clothing Allowance	280-001	0112	Deputy Sheriff	$500.00	$0.00
Adding Clothing Allowance	280-001	0337	Deputy Sheriff Step I	$0.00	$500.00
Adding Clothing Allowance	280-001	0051	Deputy Sheriff Step I	$0.00	$500.00

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

B. AI-54985 Public Affairs Division (1100):
Discussion, consideration, and approval to appoint Alyssa Frances Casso, Our Lady of the Lake University student as volunteer Public Affairs Intern for the period of June 15, 2016 through August 26, 2016.

C. AI-54968 Precinct 4 CRC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to delete the following position:

Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
124-077	0002	Clerk I	$21,762.00	$0.00

3. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed 12/31/2016:

Dept/Program	Slot #	Position Title	Proposed Budgeted Salary
124-077	T004	Clerk I	$10,504.00/yr - $10.10/hr
124-077	T005	Clerk I	$10,504.00/yr - $10.10/hr

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

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

A. AI-55007 1. Requesting approval to submit grant application for Family Planning Program to Texas Health & Human Services Commission.
2. Requesting approval for County Judge to sign required forms and documents.

B. **Health Care Funding District:**

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

2. AI-54891 Discussion, consideration, and approval to draw down funds for MCO Pass-Through Payment Pilot Program from the Local Provider Participation fund to be determined by HHSC instructions with a settlement date of June 2016.

Approval of Certification of revenues as certified by the County auditor from the LPPF in the amount to be determined by HHSC instructions in June 2016.

Approval of 2016 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions in June 2016.

C. **Indigent Health Care Program:**

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

12. **IT Department:**

A. AI-54839 CONSTABLE PCT. 4
Authorization and approval to purchase new wireless gps service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:
15	Data Plan for GPS	Office Use	Machine to Machine Account Share 1MB @ $5.00 each per month
6	Data Plan for GPS	Office Use	Machine to Machine Account Share 5MB @ $7.00 each per month

B. AI-54948 COMMISSIONER PCT. 4
Authorization and approval to purchase new wireless devices with service through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	One Time Equipment Cost:	Service Plan:
8	Data Plan	Office Use		4G Mobile Broadband Unlimited @ $37.99/each per month
8	Apple iPad Air-18GB 4G LTE	Office Use	$429.99 each	
8	Screen Protector	Office Use	$12.99 each	
8	Car Charger	Office Use	$19.49 each	

13. **Elections Administration:**

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

B. AI-54931 Resolution in support of the Hidalgo County Elections Department's intent to purchase Hart Intercivic's Verity 2.0 Voting System.

14. **WIC:**

A. AI-54970 Requesting Ratification for Form A: 2017 Renewal Application Special Supplemental Nutrition Program for the Women, Infant and Children (WIC).

15. **Precinct #1 - Comm. Cuellar:**

A. AI-55025 Consideration and approval of Resolution honoring the Weslaco High Girls Softball Team

16. **Budget & Management:**

A. AI-55010 Approval of cost of issuance budget for Certificates of Obligation, Series 2016.

B. AI-54987 Consider and approve an order authorizing the issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2016; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

C. AI-54938 Discussion, consideration, and acceptance of Texas Division of Emergency Management (TDEM) Public Assistance subgrant award (including all grant terms and conditions), with authority for the County Judge to sign all required documents, for FEMA Public Assistance Grant 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding for the following FEMA Project Number:

FEMA Project Number	Total Subgrant Award	Federal Cost Share (75%)	Local Cost Share (25%)
PA-06-TX-4223-PW-1905	969,570.54	727,177.91	242,392.63

D. **Interfund transfers:**

1. AI-54998 TXDOT-PCT1 US83 ILLUMINATION (1315):
Approval of 2016 interfund transfer from R&B CW Adm-Contingency (1200) to TxDOT Pct 1 US83 Illumination (1315) in the amount of $25,000.00 to fund invoices for the TxDOT Illumination project.

Purchasing Department:
Notes:
17. **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-54995 Discussion, consideration and action on various projects in connection with the design and construction of a new courthouse, including, but not limited to:
A. Acceptance and approval of the RFQ [drafted/developed by Hon. Hawkins & Peden, Porter Hedges, LLP] for: Professional Program Management Services for the new courthouse project [sent to Hon. S. Crain for review and comment as to form at request of Judge Garcia];
B. Authority to advertise the RFQ: Professional Program Management Services with direction as to extent of publishing sites;
C. Options to Hidalgo County as to how to procure the following services related to insurances and bonds for the new courthouse project;
a. Insurance Consultant with expertise in Owner Controlled Insurance and Bond Programs:

1. Exemption from competitive bidding requirement for professional service of a qualified and experienced insurance agent [certified and licensed by State Dept. of Insurance] to develop, draft and advise HC on the specifications for the purchase of OCIP and Bond Program subject to legal counsel's position on same;
2. Procure the Insurance Consultant Services through an Request for Proposals by publication of same;
3. Procurement of an Owner Controlled Insurance Program as drafted and developed through a consultant;

2. AI-54854 A. Authority to advertise an Request for Proposal and approval of procurement packet RFP-#2016-235-07-27 as developed and drafted [with cooperation and input by Hidalgo County staff: Budget Office, Benefits & Purchasing Depts.] by Gary Looney from Hidalgo County's Group Health Program consultants, Brown & Brown Lone Star Insurance Services, dba, Alamo Insurance Group;

B. Acceptance and approval of a Non-disclosure Form for the purpose of data gathering from Hidalgo County's current Prescription Benefit Manager-PBM. Prime Therapeutics with authority for County Judge to execute.

3. AI-54937 A. Status on procurement project #2016-158 [CC 04-19-16, R-AI#54249] RFP titled: "Professional Consulting Services for the Creation of a Healthcare and/or Hospital District":
1. 10 packets requested and distributed;
2. Submission Date for responses to RFP: May 11, 2016 with NO responses received.

B. Cancellation of the project as originally solicited & titled: Professional Consulting Services for the Creation of a Health Care and/or Hospital District";

C. Requesting an order granting exemption from competitive bidding requirements, under TxLGC, Chapter 262.24(a)(4), a professional service;
D. Acceptance of the credentials/proposed scope of services and fee schedule from Linda Wertz, DBA, The Wertz Group, LLC as qualified to engage to render services to develop, draft and provide the core HC-Exhibit B [Requirements, Scope of Tasks/Services/Work, Qualifications and Experience] for a Request for Proposals titled: "Provide Hidalgo County Residents Facts of the Operation of a Possible Creation of a Health Care District" [and facts on the current HC Indigent Health Services Program].

B. **Pct. 1**

1. AI-54976 A. Pursuant to Legal Notice #2, requesting waiving of the technicality that the "SUMMARY OF INSURANCE: VEHICLE INFORMATION" page submitted w/bid on 05-04-16 [by bidder Benchmark Utility Contractors, Inc., dba, Centex Trucking]be SUBSTITUTED for one attached so as to reflect a complete ACORD-CERTIFICATE OF LIABILITY INSURANCE document as it is in the best interest of Hidalgo County to do so given the pricing received for the hauling services;
B. Presentation of the 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 Request for Bid titled: Hidalgo County - Precinct 1 - "Hauling Of All Road Materials" through project No.: 2016-159-05-04-FAZ to Benchmark Utility Contractors, Inc., dba, Centex Trucking.

C. **Pct. 2**

1. AI-55016 Pursuant to contract#C-16-218-05-25 with L&G Consulting Engineers, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of Leonel Garza Jr, & Associates LLC in connection with Work Authorization No. 1 for the Pct 2 Rancho Blanco Road Project.

2. AI-55014 Approval of Work Authorization No. 1 (with an estimated cost of $10,458.00) as submitted by Millennium Engineers Group, Inc., Contract No. C-16-207-05-10 to provide construction materials engineering and testing services for the Pct 2 Sam Houston (Stewart-Cesar Chavez) Road Project.

3. AI-55006 a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with L&G Consulting Engineers Inc. for "Yuma Avenue Extension Project," for Pct. #2, [as approved for negotiations on CC 5/10/16] and subject to compliance with HB23 and HB1295 [if and when applicable];

   b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $24,369.72) as submitted by project engineer, L&G Consulting Engineers, to provide "ROW Support Services and Asbestos Abatement for the Yuma Ave Extension Project" through Contract# C-16-258-06-14.

   c. Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of George Jaime Salazar II dba Appraisal Haus and Professional Appraisal Services, Inc. in connection with C-16-258-06-14 for Yuma Avenue Extension Project.

18. **Open Forum**

Closed Session:

19. 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-54952 CL-14-2804-E; Frank Salazar Vs Juan Ramos Individually, AKA Juan Ramos, D.B.A. El Valle Mobile Home Transportation

D. AI-54954 Claim of Julio Ledezma

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."

20.

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 (subject to compliance with HB1295)

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-54953 CL-14-2804-E; Frank Salazar Vs Juan Ramos Individually, AKA Juan Ramos, D.B.A. El Valle Mobile Home Transportation

D. AI-54955 Claim of Julio Ledezma

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

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

24. **Adjourn**

AI-55032

Emergency Management 5. A.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EMERGENCY MANAGEMENT

Information

CAPTION

Update on May 31, 2016 Severe Weather Event.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:10 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Monica Badillo Started On: 06/10/2016 04:05 PM

Final Approval Date: 06/10/2016

District Attorney 6. A.

AI-54996

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY
Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281):
1. Approval of VCLG Grant Budget Adjustment and Modification Form.
2. Approval and authorization for County Judge to sign Grant Budget Adjustment and Modification Form.

BACKGROUND

Approval to reallocate lapse funds within the VCLG categorical budget to fully utilize grant funds. This will reallocate funds but will not increase or decrease the amount of grant.
Approval to accept grant AI-51036, September 1, 2015.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1281-412-00-080-011-6-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No local match required.

Attachments

Budget Adjustment Form
Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 01:34 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Ramiro Sendejo Started On: 06/10/2016 09:10 AM
Final Approval Date: 06/10/2016

Grants Administration Division

Office of the Attorney General
Grant Budget Adjustments and Modifications Request Form
Fiscal Year 2015

Grantee:	**Hidalgo County Criminal District Attorney's Office**	Contact Person:	Rosalinda Cantu
		Contact Phone #:	(956)292-7604 Ext. 8085
Contract No.:	**1662352**	Contact Email:	rosalinda.cantu@da.hidalgo.tx.us
Grant Type:	VCLG		BUDGET ADJUSTMENT

FY 2016				FY 2016: September 1, 2015 - August 31, 2016
Category	**Column - 1 Original Budget FY 2015**	**Column - 2 Requested Change (+/-)**	**Column - 3 Proposed Operating Budget FY 2015**	**Reason for Request (Describe in Detail)**
Salary	$42,000.00	-4,325.96	$37,674.04	Adjusting base salary due to the fact of lapse time from start of grant and start date of employee. Start date October 19, 2015.
Fringe	$0.00	2,331.38	$2,331.38	Fringes for two months. (July & August)
Professional/ Consultant	$0.00		$0.00	
Travel	$0.00		$0.00	
Equipment	$0.00	1,200.00	$1,200.00	Computer system.
Supplies	$0.00	794.58	$794.58	Office supplies.
Other DOE	$0.00		$0.00	
Total	42,000.00	0.00	$42,000.00	

Authorized Official and/or Alternate Designee Signature		**OAG - GAD**	
Requested By: (Date)		Approved By: (Date)	
(Please Type Name & Title)	Ramon Garcia, County Judge	(Print Name & Title)	

Victim Coordinator and Liaison Grant (VCLG)

Salaries Analysis Worksheet

as of 6/10/2016

Acct No: 6-1281-412-00-080-011-6- VCLG

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$1,663.85	6.8	$11,314.18	$15,640.14	$4,325.96
TOTAL		**$1,663.85**	**-**	**$11,314.18**	**$15,640.14**	**$4,325.96**

*Expenditures based on **actual** not budgeted.

District Attorney 6. B.

AI-55030

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY
Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

Ratification of Border Prosecution Unit (BPU) FY16 Grant #2537805.

BACKGROUND

Salary increases approved February 16, 2016, Agenda Item #AI-53442.

Line Item Transfer reference Agenda Item #54957, June 14, 2016.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1281-412-00-080-012-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding to be presented on AI 54957.

Attachments

25378-05 Budget Adjustment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:17 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Ramiro Sendejo Started On: 06/10/2016 04:03 PM
Final Approval Date: 06/10/2016

4:08 PM

Agency Name: Hidalgo County
Project Title: Region 3-Border Prosecution Unit
Current Grant Manager: Debbie Jacaman
Grant/App: 2537805
Status: Active Grant
Current Program Manager: Arturo Mendez
Start Date: 9/1/2015
End Date: 8/31/2016
Liquidation Date: 11/29/2016
CFDA: NONE
Fund Source: BP-Border Prosecution Unit

Grant Financial Status

Current Award Amount: $355,000.00
Total Unexpended Balance to Date: $229,909.35
Total Cash On Hand to Date: $0.00
Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: $125,090.65
Total Expenditures Reported to Date: $125,090.65

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$355,000.00	$0.00	$0.00	$0.00	$355,000.00

Grant Adjustment History

Adjustment Status	Date Created	Date Certified	Description
REJECT	12/18/2015	12/22/2015	-Request for "Personnel" to increase salaries to commensurate with like positions in the District Attorney's Office. -Request for "Supplies and Direct Operating Expenses" increase
APPROVE	2/4/2016	2/4/2016	To update the Sam.gov expiration date to the new year.
APPROVE	4/5/2016	4/5/2016	Increase to "In-State Incidents" (Travel and Training) due to anticipated travel expenditures.
APPROVE	5/23/2016	6/3/2016	Adjustment is needed to replace office items that have deteriorated or have become obsolete. Also a salary increase was implemented for each employee to commensurate with the local

Grant Adjustment Information

Date Grant Adjustment Created: 5/23/2016 10:59:05 AM

Status of Grant Adjustment: APPROVE

Description of Grant Adjustment:
Adjustment is needed to replace office items that have deteriorated or have become obsolete. Also a salary increase was implemented for each employee to commensurate with the local salaries for similar positions. If approved reallocation of funds will come from the new position. The new position was not filled until late January 2016, due to the fact of the date the grant was awarded (November)and the time it took for the hiring process. (advertising position, interviewing, notice to previous employer) Salary for the new position was budgeted for the full fiscal year (September - August) since the new hire started in January we would like to utilize the September thru December's portion.

View Grant Adjustment Detail

Category	Description	OOG Funds - New, Previous, and Changed Amounts	Cash Match - New, Previous, and Changed Amounts	InKind Match - New, Previous, and Changed Amounts	GPI Match - New, Previous, and Changed Amounts	Unit - New, Previous, and Changed Amounts
Equipment	**Desktop System and Accessories** Computer, Monitor & Printer for new attorney to be hired and stationed at Department of Public and Safety.	$1,154.00 $1,144.00 $10.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	1 1 0
Equipment	**Laptop System and Accessories** Laptop, wireless keyboard, wireless mouse and rolling brief case for new attorney to be hired and stationed at DPS.	$3,185.00 $1,185.00 $2,000.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	3 1 2
Equipment	**Printer, Fax, and/or Scanner Equipment and Accessories (Valued $1,000 or over)** Scanner & fax	$1,000.00 $1,000.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	1 1 0

	machine for new attorney to be hired and stationed at DPS.					
Equipment	**Furniture** Shredder	$5,160.91 $0.00 $5,160.91	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	1 0 1
Personnel	**Prosecutor** HIRE-Assistant District Attorney III Prosecutor will be assigned to provide additional legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang). Will provide case preparation and prosecution of criminal cases. Amount includes salary ($79,469.45) and fringes (longevity $2,160.00, health insurance $6,168.00, life insurance $37.56, FICA $6,079.41, retirement $8,391.97, unemployment comp $476.82 and workers' comp $166.88).	$75,054.76 $102,950.09 ($27,895.33)	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	100 100 0
Personnel	**Prosecutor** RETAIN - Assistant District Attorney IV/ BPU Region-3 Counsel- Prosecutor assigned to assist law enforcement agencies and District Attorney's Offices within Region 3 with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in the region. Amount includes salary ($77,939.62) and fringes (longevity $4,800.00, health insurance $6,168.00, life insurance $37.56, FICA $5,962.38, retirement $8,230.42, unemployment comp. $467.64 and workers' comp. $85.73)	$114,053.51 $103,691.35 $10,362.16	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	100 100 0
Personnel	**Prosecutor** Retain-Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case preparation and prosecution of criminal cases. Amount includes salary ($79,469.45) and fringes (longevity $2,160.00, health insurance $6,168.00, life insurance $37.56, FICA $6,079.41, retirement $8,391.97, unemployment comp. $476.82 and workers' comp. $166.88)	$111,063.77 $102,950.09 $8,113.68	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	100 100 0
Supplies and Direct Operating Expenses	**Cellular, Fax, Pager, and/or Office Telephone** Cell Phone service for three Assistant District Attorneys assigned to the BPU and two data cards; one for attorney assigned to TAG Unit/DPS and one assigned to Region 3 Counsel.	$4,200.00 $4,200.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Cellular, Fax, Pager, and/or Office Telephone** New office phone for new attorney to be hired and stationed at the DPS office.	$250.00 $200.00 $50.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)** A vehicle (high mileage)has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region. He will also use vehicle to drive to the BPU directors in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.	$14,000.00 $14,000.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Office Supplies (e.g., paper, postage, calculator)** Office supplies -- paper, pens, pads, folders, paper clips, post-its, etc...	$5,000.00 $5,000.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Office Supplies (e.g., paper, postage, calculator)** Shredder and label maker.	$183.58 $785.00 ($601.42)	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Office Storage and/or Workstation ($5,000 or less per unit)** Desk, chair, large bookshelf and filing cabinet for new attorney to be hired and stationed at DPS.	$3,936.21 $2,475.00 $1,461.21	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Office Storage and/or Workstation ($5,000 or less per unit)** One Bookshelf	$540.16 $0.00 $540.16	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Supplies and Direct Operating Expenses	**Office Storage and/or Workstation ($5,000 or less per unit)** Three Filing Cabinets at $266.21 each.	$798.63 $0.00 $798.63	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Travel and Training	**In-State Registration Fees, Training, and/or Travel** Traveling to attend seminars in order to meet the required CLE hours for each prosecutor, BPU meetings/trainings assist District Attorneys with case preparations or prosecution within Region 3 and trainings to sessions for law enforcement. Travel would include seminar registration, meals or air fare, hotel & hotel parking for BPU meetings and training.	$13,419.47 $13,419.47 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0
Travel and Training	**In-State Incidentals and/or Mileage** Mileage and/or Incidentals for two prosecutors when required to travel to attend seminars/training for BPU. These prosecutors are not assigned a County vehicle nor a fuel card, therefore they would travel using their personal vehicles.	$2,000.00 $2,000.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0

View Grant Adjustment By Budget Category

Category	OOG Funds - New, Previous, and Changed Amounts	Cash Match - New, Previous, and Changed Amounts	InKind Match - New, Previous, and Changed Amounts	GPI Match - New, Previous, and Changed Amounts
Equipment	$10,499.91 $3,329.00 $7,170.91	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00
Personnel	$300,172.04 $309,591.53 ($9,419.49)	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00
Supplies and Direct Operating Expenses	$28,908.58 $26,660.00 $2,248.58	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00
Travel and Training	$15,419.47 $15,419.47 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00

View Grant Adjustment Total

OOG Funds - New, Previous, and Changed Amounts	Cash Match - New, Previous, and Changed Amounts	InKind Match - New, Previous, and Changed Amounts	GPI Match - New, Previous, and Changed Amounts
$355,000.00 $355,000.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00

AI-54834 County Clerk 7. A.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Sandra Solis, COUNTY CLERK Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Approval to select names for the 2016 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2016 02:17 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Sandra Solis Started On: 05/31/2016 11:29 AM

Final Approval Date: 06/10/2016

AI-54849 Sheriff's Office 8. A.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to declare surplus and remove from County Inventory list, Co. Asset #63512 (German Shepherd) Hidalgo County Sheriff's Office K-9 "Henri" due to medical reasons causing inability to perform work duties.
2. Approval for the return of K-9 "Henri" to donor Deputy Francisco Guerrero, as per agreement (AI #48720 03/17/15) after removal from Hidalgo County Sheriff's Office service.
3. Requesting consideration and approval on the acceptance of one (1) male German Shepherd canine, "Miho", for the Hidalgo County Sheriff's Office donated by Mr. Frank Guerrero, as a replacement for canine "Henri", and its inclusion in the County Inventory list. Upon the K-9's retirement, separation and/or impeding medical conditions, the K-9 will be returned to Mr. Guerrero.

BACKGROUND

The estimated value of the three year old shepherd is $8,500.00.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact to accept donation.

Attachments

k9

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	06/06/2016 02:33 PM
Budget & Management	Veronica Ortiz	06/06/2016 02:48 PM
Glinda Pacheco	Veronica Ortiz	06/06/2016 04:23 PM
Budget & Management	Veronica Ortiz	06/06/2016 04:24 PM
Glinda Pacheco	Veronica Ortiz	06/08/2016 02:07 PM

Final Approval	Monica Badillo	06/10/2016 05:36 PM
Form Started By: Emilia Uriegas		Started On: 06/01/2016 11:42 AM
Final Approval Date: 06/10/2016		

HIDALGO COUNTY, TEXAS
MACHINERY AND EQUIPMENT
P.O. & TAGGING CONFIRMATION

Please return at your earliest convenience.
Thank you, Omar Salinas ext:4864

Tags Delivery - Attention:	EVER OCHOA
Date:	March 24, 2015
Confirmation Returned to:	Omar Salinas-Purchasing / Fixed Asset Div.
Tagging Completed BY:	T. CONTRERAS

Department Name: SHERIFF

***Note: For items such as handguns, bullet-pr TOTE 1002HD

Asset No	P.O. No.	P.O. Date	Requisition No.	Asset Description	Unit Cost	Serial Number	TAGGING CONFIRMATION: Current Location	TAGGING CONFIRMATION: Tagging Date
63512	ONTN	03/17/15	AL 48720	HENRY SHEPHERD K-9	$8,500.00	HENRY	Sheriff's Office	3-25-15

Hidalgo County

You are logged in as mrgonzalez

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View All Minutes

Generate Reports

Reference Materials

Training Videos

View All Minutes

Meeting: 03/17/2015 - CC - REGULAR

PDF

SPECIAL MEETING - March 17, 2015

BE IT REMEMBERED, that on this 17th day of March A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE EDUARDO "EDDIE" CANTU	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 17, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held 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.

4. **Approval of Consent Agenda**

   The Court moved to approve the Consent Agenda.

5. **Open Forum**

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

   A. AI -48932 Update on 2015 legislative activities

   Bobby Villarreal informed the public and the Court of some updates regarding House Bill 11 and Senate Bill 3. They involve the Border Security Bill where any peace officer with four or more years of experience would qualify as a State Trooper. Judge Garcia also commented that the Border Security Bill has great potential of hurting the County's budget, yet 45 million dollars will be set aside to assist the border counties budgetary issues. He added that it is not known what will result from the Border Security Bill.

   B. AI -48933

Resolution

11. **Sheriff's Office:**

A. AI -48828 Authorization and Approval to apply for the FY2015 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

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

Attachments:

Application Notice SCAAP 2015

B. AI -48720 Requesting consideration and approval on the acceptance of a donation of one (1) male Shepherd dog to the Hidalgo County Sheriff's Office by Francisco Guerrero. The K-9 will be used for law enforcement functions. Upon the K-9's retirement, separation and/or impeding medical conditions the K-9 will be returned to Francisco Guerrero.

Mr. Eufracio felt the condition of having to return the dog at retirement to the previous owner, or any conditional circumstances as such, is a conditional acceptance. He stated that legal counsel, Mr. Crain, has opined that the county cannot accept a donation upon conditional circumstances.

Commissioner Joe Flores stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

Attachments:

k9 donation Guerrero

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

A. AI -48735 *This item was discussed after Item 9.B. Commissioner Joseph Palacios was not present for the vote.*

Presentation for discussion, consideration, acceptance and approval of a New Car Dealer Agreement between Hidalgo County and Penske Automotive Group (PAG McAllen T1, LLC DBA Toyota of Pharr and PAG McAllen H1, LLC DBA Hyundai of Pharr). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Penske Automotive Group agrees to comply with the requirements of the WebDealer System of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

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

The Court proceeded to Item 7.C.

Attachments:

Hyndai of Pharr Bond
pharr web dealer contract
Approval letter
Pharr Bond
Contract
Transportation code
Web Dealer Info

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

A. AI -48853 Requesting approval to submit grant application to renew the Infectious Disease Control Unit program in the amount of $73,450.00 for the period of 09/01/2015 through 08/31/2016

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0

Attachments:

Award email

B. AI -48854 Requesting approval to accept the Health Promotions & Chronic Disease Prevention grant contract amendment #2015-047239-001A. The purpose of this Amendment is to change the Statement of Work to read contractor will submit monthly reports as directed by DSHS. This Amendment is effective 03/17/2015.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Four Paws Animal Hospital
JUSTIN S. CERELLI, D.V.M.
421 CONQUEST BLVD.
EDINBURG, TEXAS 78539
TELEPHONE: (956) 383-2202

To whom it may concern:

Canine Henri has been having back problems. The handler has noted difficulty in jumping and Trouble defecating. On physical exam his lumbar spine was uncomfortable on palpation. There was no pain on extension of the hips. X-rays showed decreased disc spaces and lumbar space L4-5, L5-6, L6-7 and spondylosis at the same spaces. Also noted was spondylosis at L7-S1 which is where the pelvis attaches to the spine. Most likely he has genetically weak ligaments that hold the discs in place causing fusion/spondylosis of the bones of the spine. He also has lumbosarral instability. The problems will continue to worsen to the point where he will be unable to work. It would be best for him to stop working as his quality of walk will suffer due to pain.

Justin Cerelli DVM

June 1, 2016

Honorable
J.E. 'Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office
Hidalgo County, Texas

Honorable Sheriff Guerra,

With great honor, I respectfully submit for your consideration and approval the acceptance of a donated police K-9. I am firmly committed to contributing to a cause I greatly believe in. I am respectfully donating a Police Service K-9 to your office. MIHO will replace Henri which was diagnosed with a generic spine disease. K-9 MIHO was warrantied under the original purchase agreement from Kreative Kennels in California, MIHO has a value of $8,500.00.

If at any point MIHO, is injured, program is cancelled, MIHO is retired, or any instance where MIHO is no longer needed, I would like to have him returned to me.

Please accept my donation in an effort to support your efforts in combating crime in Hidalgo County.

I may be reached at (956) 793-4807.

Best Regards,

Francisco J. Guerrero

Executive Office 9. A.

AI-55027

CC - REGULAR
Meeting Date: 06/14/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

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 Edinburg Municipal Airport & City of Edinburg Property"

2. Requesting engagement with the firm of The J. Ramirez Law Firm for the "Provision of Legal Services/Representation in connection with Edinburg Municipal Airport & City of Edinburg Property" and authority to submit letter of engagement (subject to compliance with HB1295)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:49 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Monica Badillo Started On: 06/10/2016 03:39 PM
Final Approval Date: 06/10/2016

Executive Office 9. B.

AI-54958

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Aida Alvarez, SAFETY DIVISION
Department: SAFETY DIVISION

Information

CAPTION

Approval to accept Aurelio Vaca & Guadalupe Vaca Settlement Money Order in the amount of $500.00 to settle auto claim with County vehicle. (Precinct 1)

BACKGROUND

DOL: 03/03/14 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Aurelio Vaca & Guadalupe Vaca Settlement Money Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2016 10:16 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Aida Alvarez Started On: 06/08/2016 10:10 AM
Final Approval Date: 06/10/2016

MONEY ORDER RECEIPT

4525 Ayers St. - 78415 * P.O. BOX 9036
Corpus Christi, Texas 78469 * (361) 693-3653

Op: 3T-DEFAULT 06/03/2016 03:05:21 PM
Money Order #: C-2424044769
Amount: $500.00 Fee: 0.69 Loc: 2424

Pay To The Order Of: _____

Memo: _____

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically. If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an administrative service charge to trace Money Order. Charges may vary.

Thank You For Shopping At Stripes Stores!

DOCUMENT HAS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

HEAT SENSITIVE - RUB AREA TO VERIFY

Stripes LLC
4525 Ayers St. - 78415
P.O. BOX 9036
Corpus Christi, Texas 78469

INTERNATIONAL MONEY ORDER

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically.
If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an administrative service charge to trace Money Order. Charges may vary.

86-490/1031

C-2424044769

US Dollars & Cents

$****500.00

S/N: 2424044769 -Loc: 2424 -Csh: 7 D -Acct: 3769

Pay to the Order of: County of Hidalgo

********** 06/03/2016 ■ Five Hundred Dollars And Zero Cents

NOT VALID FOR OVER $500.00

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

Payable Through:
BancFirst
Oklahoma City, OK

Claim Settlement
MEMO

PURCHASER SIGNATURE

2708 W. Puma Dr. Donna, TX
PURCHASER ADDRESS

⑆103104900⑆ 3769 2424044769⑈

Maria A. Alvarez

From: Roy Quintanilha <roy.quintanilha@co.hidalgo.tx.us>
Sent: Wednesday, May 25, 2016 3:49 PM
To: Aida Alvarez; Rosie Luna
Cc: Lauro Torres
Subject: FW: Guadalupe and Aurelio Vaca Crash Case

FYI,

Ms. Vaca has been instructed to bring a money order totaling $500.00 to our office in settlement of this claim as approved by Commissioners Court on 05/25/2016.

Ms. Aida,

Once we have the money order, we need to place it on the agenda under the executive office to accept the money order.

From: Jonathan Almanza [mailto:jonathan.almanza@da.co.hidalgo.tx.us]
Sent: Wednesday, May 25, 2016 3:19 PM
To: gvaca_mvdemsa2@yahoo.com
Cc: mary.cheaney; Roy Quintanilha; Erin D. Thorn; Victor Garza; josephine ramirez
Subject: Re: Guadalupe and Aurelio Vaca Crash Case

Ms. Vaca,

Per your conversation with Josephine Ramirez, the Hidalgo County Commissioners Court has accepted your offer of $500.00 (Five Hundred Dollars and Zero Cents) for full and complete payment regarding the case in which you are a party (SC15-0009-J11). After receipt of the payment our Office will file a motion for non-suit and the case will be closed.

Please remit payment in the form of a Money Order to the Hidalgo County Safety Division, located at:

9805 N. 10th Street,

McAllen, Texas 78504

956.292.7030

AI-54973

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Caryn Gutierrez, HUMAN RESOURCES
Submitted By: Caryn Gutierrez, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (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:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance
Delete Clothing Allowance	280-001	0421	Lieutenant Step I	$500.00	$0.00
Delete Clothing Allowance	280-001	0112	Deputy Sheriff	$500.00	$0.00
Adding Clothing Allowance	280-001	0337	Deputy Sheriff Step I	$0.00	$500.00
Adding Clothing Allowance	280-001	0051	Deputy Sheriff Step I	$0.00	$500.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No Budgetary Impact

Attachments

Fiscal Note
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2016 08:32 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Caryn Gutierrez Started On: 06/08/2016 03:17 PM

Final Approval Date: 06/10/2016

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, June 14, 2016** **Agenda Item:** **54973**

Summary of request/proposal:
Sheriff's Office (1100)-
Approval of the following personnel actions, effective 6/27/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Lieutenant Step I	0421	119	500.00	0.00	(500.00)
1100	Deputy Sheriff	0112	119	500.00	0.00	(500.00)
1100	Deputy Sheriff Step I	0337	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0051	119	0.00	500.00	500.00
				1,000.00	1,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$0.00
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	$0.00
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: **No Budgetary Impact**

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 08 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 6-7-2016

CURRENT POSITION TITLE: LIEUTENANT STEP I **CURRENT SLOT. #:** 001-421

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (500.00) (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 ☐

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)

Removing clothing allowance

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)

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 6/6/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/8/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/9/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 08 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 6-7-2016

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-112

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (500.00) (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 ☐ _____

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)

Removing clothing allowance

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)

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 6/6/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 6/8/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/9/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 08 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 6-7-2016

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-337

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST: PT

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☐

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)

Requesting clothing allowance

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)

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 6/6/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 6/8/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/9/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 08 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 6-7-2016

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-051

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST: 05

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☐

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)

Requesting clothing allowance

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)

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	6/6/16 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	6/8/2016 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/9/2016 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-54985

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Caryn Gutierrez, HUMAN RESOURCES
Submitted By: Caryn Gutierrez, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Public Affairs Division (1100):
Discussion, consideration, and approval to appoint Alyssa Frances Casso, Our Lady of the Lake University student as volunteer Public Affairs Intern for the period of June 15, 2016 through August 26, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No budgetary impact.

Attachments

Waiver
Schedule
Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2016 02:24 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Caryn Gutierrez Started On: 06/09/2016 01:29 PM
Final Approval Date: 06/10/2016

HIDALGO COUNTY, TEXAS PERSONNEL POLICY MANUAL	Procedure: INP.1 Page: 5 of 5 Date Authorized: 11-10-2015 Supersedes: 06-05-2012

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Alyssa F. Casso, agree to participate in an internship with The County of Hidalgo, Texas , as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at Our Lady of the Lake Univ.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy and the Personnel Policy Manual I understand that I will not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement and this internship is at-will and that I may be terminated at any time at the discretion of the County.

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 internship with Hidalgo County. 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 this instrument 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 cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Alyssa Casso
Signature

5/10/16
Date

Hidalgo County Commissioners Court

Ramon Garcia
County Judge

A. C. Cuellar, Jr.
Commissioner, Precinct 1

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Public Affairs Division
Julia Benitez Sullivan
Director

302 W. University Drive
Edinburg, Texas 78539
(956) 292-7026 **P**
(956) 292-7766 **F**
www.co.hidalgo.tx.us **W**
public.info@co.hidalgo.tx.us **E**

MEMORANDUM

TO: Caryn Cruz, HR Specialist, Human Resources Department
FROM: Julia Sullivan, Director, Public Affairs Division
RE: Summer Intern Alyssa Casso

Ms. Casso will be working as an unpaid intern from June 15 through August 26 under my supervision in the Public Affairs Division. Her work schedule will be Tuesday, Wednesday and Thursday from 9 a.m. to 3 p.m., with a one hour lunch break for a total of 5 hours per day/ 15 hours per week.

Hidalgo County is home to one of the fastest growing regions in the nation. We provide health and justice to the 800,000 residents of our county as well as a variety of services to residents who live outside city limits. We strive to be accessible and responsive to our citizens by providing excellent public service through the values of leadership, transparency, fairness, collaboration, respect and fiscal responsibility.

Follow our social media feed at www.co.hidalgo.tx.us/followus

HIDALGO COUNTY PUBLIC AFFAIRS

CLERK I (INTERN)

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, and statistics. Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

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-54968

Human Resources 10. C.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Caryn Gutierrez, HUMAN RESOURCES
Submitted By: Caryn Gutierrez, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Precinct 4 CRC (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to delete the following position:

Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
124-077	0002	Clerk I	$21,762.00	$0.00

3. Discussion, consideration, and approval to create the following temporary full-time positions, not to exceed 12/31/2016:

Dept/Program	Slot #	Position Title	Proposed Budgeted Salary
124-077	T004	Clerk I	$10,504.00/yr - $10.10/hr
124-077	T005	Clerk I	$10,504.00/yr - $10.10/hr

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-466-00-124-077-0-XXX
FUNDS AVAILABLE Y/N?: N MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds undetermined.

Attachments

Fiscal Note - DELETE
PAR's
Fiscal Note - CREATE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2016 08:28 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Caryn Gutierrez Started On: 06/08/2016 02:39 PM

Final Approval Date: 06/10/2016

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, June 14, 2016** **Agenda Item:** **54968**

Summary of request/proposal:
Precinct 4 CRC (1100): Approval of the following personnel action:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CLERK I	0002	113	21,762.00	0.00	(21,762.00)
				21,762.00	0.00	(21,762.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-466-00-124-077-0-	113	PCT 4 CRC-	REG F/T EMPLOYEES	($12,006.62)
6-1100-466-00-124-077-0-	211	PCT 4 CRC-	HEALTH INSURANCE	($3,403.03)
6-1100-466-00-124-077-0-	212	PCT 4 CRC-	LIFE INSURANCE	($20.72)
6-1100-466-00-124-077-0-	220	PCT 4 CRC-	FICA	($918.51)
6-1100-466-00-124-077-0-	230	PCT 4 CRC-	RETIREMENT	($1,350.74)
6-1100-466-00-124-077-0-	250	PCT 4 CRC-	UNEMPLOYMENT COMP	($72.04)
6-1100-466-00-124-077-0-	260	PCT 4 CRC-	WORKER'S COMP	($25.21)
			2016 Budgetary Impact	($17,796.87)

Possible Funding Sources: **Cost savings; will be used to partially fund the creation of two temporary Clerk I positions.**

Comments:

RECEIVED
JUN - 8 2016
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ~~Sanitation~~ Pct. 4 (124-~~001~~ 077)

DATE: 06/08/16

CURRENT POSITION TITLE: CRC PT Per Diem Other 077 OT

CURRENT SLOT #: TO~~14~~ 0 & TO~~15~~ 0 OT OT

REQUESTED POSITION TITLE: Clerk I (Temporary)

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

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

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

SALARY REQUEST: $0.00 (Current G&S/ Budgeted Salary) $ 10,504 X 2 (Proposed G&S/ Budgeted Salary) $ 21,008.00 (Net Change)

Position to be funded from one of the following:

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

☐ Salary Adjustment ☐ Other _____

POSITION TYPE:

Full Time Regular Obj. 113 ☐ Part Time Regular Obj. 114 ☐

Full Time Temporary Obj. 121 ☑ Part Time Temporary Obj. 122 ☐

CIVIL SERVICE:

Exempt ☑ Non-Exempt ☑

FLSA:

☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date (After Court Approval and Interview Process)	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
	Depending on date of hire	Mon.-Fri. 8:00 am-5:00 p.m.	40	not to exceed 6 month

Temporary Position Hourly Rate: $10.10

Temporary Position Annual Salary: 10.10 HR X 1040=$10,504.00 X 2 = $21,008.00 (2,080 * Hourly Rate)

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

For existing Community Resource Center Summer Program and phasing in the new Community Resource Center to be opened this year.

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

N/A

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. [signature] DEPARTMENT HEAD — DATE 6-8-16

[signature] 2. HUMAN RESOURCES DIRECTOR — DATE 6/08/2016

PERSONNEL PROCEDURES COMPLETED ☑ YES ☐ NO

Budget & Management: GRADE _____ STEP _____

COMMISSIONERS' COURT APPROVAL — AGENDA ITEM NUMBER

[signature] 3. DEPARTMENT OF BUDGET & MANAGEMENT — DATE 6/9/2016

BUDGET PROCEDURES COMPLETED ☐ YES ☐ NO

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 10 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct 4/124 - 077 CRC DATE: 6-10-16

CURRENT POSITION TITLE: Clerk I CURRENT SLOT #: 0002

REQUESTED POSITION TITLE:

NOTE: PLEASE FILL OUT MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN(3) PERSONNEL ACTIONS.

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Position

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

SALARY REQUEST:

$21,762.00	$ 0.00	$ -21,762.00
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

☐ Salary Adjustment ☑ Other Department is no longer in need of this position

POSITION TYPE:

Full Time Regular Obj. 113	☑	Part Time Regular Obj. 114	☐	**CIVIL SERVICE:** Exempt	☐
Full Time Temporary Obj. 121	☐	Part Time Temporary Obj. 122	☐	Non-Exempt	☑

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

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

Temporary Position Hourly Rate: _____ Temporary Position Annual Salary: _____ (2,080 * Hourly Rate)

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

Precinct 4 Reorganization Plan

POSITION RECLASSIFICATION: Attach completed Reclassification Analysis Form.

COMMENTS: Any comments you wish to make regarding this request. Attach additional pages if needed.

N/A

CLASSIFICATION AND SALARY RECOMMENDATION

Human Resources: GRADE _____ STEP _____

1. Joseph Palacios — DEPARTMENT HEAD — DATE _____

2. [signature] — HUMAN RESOURCES DIRECTOR — DATE 6/10/2016

PERSONNEL PROCEDURES COMPLETED ☑ YES ☐ NO

Budget & Management: GRADE _____ STEP _____

COMMISSIONERS' COURT APPROVAL _____ AGENDA ITEM NUMBER _____

3. [signature] — DEPARTMENT OF BUDGET & MANAGEMENT — DATE 6/10/2016

BUDGET PROCEDURES COMPLETED ☐ YES ☐ NO

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, June 14, 2016** **Agenda Item:** **54968**

Summary of request/proposal:
Precinct 4 CRC (1100): Approval of the following personnel actions, not to exceed 12/31/2016:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CLERK I	T004	121	0.00	10,504.00	10,504.00
1100	CLERK I	T005	121	0.00	10,504.00	10,504.00
				0.00	21,008.00	21,008.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-466-00-124-077-0-	121	PCT 4 CRC-	TEMP F/T EMPLOYEES	$21,008.00
6-1100-466-00-124-077-0-	211	PCT 4 CRC-	HEALTH INSURANCE	$0.00
6-1100-466-00-124-077-0-	212	PCT 4 CRC-	LIFE INSURANCE	$0.00
6-1100-466-00-124-077-0-	220	PCT 4 CRC-	FICA	$1,607.11
6-1100-466-00-124-077-0-	230	PCT 4 CRC-	RETIREMENT	$0.00
6-1100-466-00-124-077-0-	250	PCT 4 CRC-	UNEMPLOYMENT COMP	$126.05
6-1100-466-00-124-077-0-	260	PCT 4 CRC-	WORKER'S COMP	$44.12
			2016 Budgetary Impact	$22,785.28

Possible Funding Sources: **Partial funding from the deletion of Slot No. 0002 (124-077); remaining funds undetermined.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-55007

Health & Human Services Dept.
11. A.

CC - REGULAR
Meeting Date: 06/14/2016
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 submit grant application for Family Planning Program to Texas Health & Human Services Commission.
2. Requesting approval for County Judge to sign required forms and documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-00-340-0XX-X-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No match requirement.

Attachments

Announcement
Family Planning Program

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 01:35 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Mike Escaname Started On: 06/10/2016 10:51 AM
Final Approval Date: 06/10/2016

Glenn Hegar
Comptroller of Public Accounts

You are here: Home » Procurement » Tools » **Electronic State Business Daily**

Open Enrollment For Family Planning Program

Open Date: 07/12/16 02:00 PM **Agency Requisition Number:** 529-16-0102

NOTE: You will need to download all of the following files for complete specifications and other required document, including a HUB subcontracting plan(if required).
Help: Right Click to and choose "save file as" or "save target as" to your computer.
-**Package 1** size: 3511050 (in bytes) Type: Specification Format: (ASCII Plain Text)
-**Package 2** size: 281600 (in bytes) Type: Specification Format: (ASCII Plain Text)
-**Package 3** size: 80384 (in bytes) Type: Addendum Format: (ASCII Plain Text)

6/7/16: UPDATE: An Addenda Document has been posted to ESBD as Package 3. The State of Texas, by and through the Health and Human Services Commission (HHSC), seeks qualified Applicants to enter into contracts to provide comprehensive Family Planning Program Services, in order to reduce unintended pregnancies, positively affect future pregnancies, and improve health status of women and men in accordance with the specifications contained in this open enrollment.

Agency: HEALTH & HUMAN SERVICES COMMISSION (529)

Open Date: 07/12/16 02:00 PM **Agency Requisition Number:** 529-16-0102
Previous Price Paid: N/A
Deliver Date: 07/01/16
Solicitation type: 14 Days or more for entire solicitation package

NIGP Commodity Code(s):

Class-Item: 918 - 88
Class-Item: 924 - 16
Class-Item: 948 - 26
Class-Item: 948 - 47
Class-Item: 948 - 48
Class-Item: 948 - 55
Class-Item: 948 - 74
Class-Item: 948 - 81
Class-Item: 952 - 42

Contact Information:

Contact Name: Stefanie Jackson
Email: stefanie.jackson@hhsc.state.tx.us
Address: 1100 W 49th (MC 2020)
Austin, TX 78756
Phone: (512) 406-2468

Upload Date: 2016-05-27 16:35:28.23 Updated date: 2016-06-07 14:10:09.087

texas.gov | Texas Records and Information Locator (TRAIL) | State Link Policy | Texas Homeland Security | Texas Veterans Portal

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Chris Traylor, Executive Commissioner

Open Enrollment For

Family Planning Program

Enrollment Number: *529-16-0102*

Enrollment Period Opens: 0*5/27/2016*

Enrollment Period Closes: *07/12/2016*

NIGP Class/Item Code:

952-42
948-47
948-48
918-88
924-16
948-26
948-55
948-74
948-81

Addendum #1 (June 7, 2016)

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1. GENERAL INFORMATION

1.1. Scope

The State of Texas, by and through the Health and Human Services Commission (HHSC), seeks qualified Applicants to enter into contracts to provide comprehensive Family Planning Program Services, in order to reduce unintended pregnancies, positively affect future pregnancies, and improve health status of women and men in accordance with the specifications contained in this open enrollment.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Stefanie Jackson, CTPM
Procurement and Contracting Services (PCS)
Texas Health and Human Services Commission
1100 W. 49th Street, Mail Code 2020
Austin, TX 78756
512.406.2468
Stefanie.Jackson@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2 by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	***05/27/2016***
Open Enrollment Period Closes	***07/12/2016***
HUB Vendor Teleconference	***9:00 AM CST 06/02/16***
HHSC Post Awards to Electronic State Business Daily (ESBD)	***As contracts are executed***
Anticipated Contract Start Date	***07/01/2016***

1.4. Background

1.4.1. Overview of the Health and Human Services Commission (HHSC)

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants shall:

1.5.1. be an entity free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/;

1.5.2. be free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: https://www.sam.gov/portal/public/SAM;

1.5.3. be "Active" by the Texas Comptroller of Public Accounts: http://comptroller.texas.gov/;

1.5.4. have a Medical Director that holds a valid and current medical license to practice in the State of Texas; and

1.5.5. be a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application;

> **NOTE**: The applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide Family Planning Program services on Form I. If a clinic site does not have a TPI or NPI, the applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form I. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

1.6.1. Contract Type and Term

HHSC will award one or more contracts under this open enrollment. The initial contract period will commence on or about July 1, 2016 and will terminate August 31, 2017. The resulting contracts may be renewed for up to two additional two-year terms.

1.6.2. Contract Elements

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful applicants'' respective application. The UTCs are contained in Appendix F and the HHSC Special Conditions are contained in Appendix G. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated in the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Respondent Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1. Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;

- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting an Application, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the applicant must disclose all potential conflicts of interest. The applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of an application or termination of the contract.**

1.8.3. Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.8.4. Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms "can," "may," or "should" are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the ESBD. Applicant must check the ESBD frequently for changes and notices of matters affecting this open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

1.10. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2 of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. STATEMENT OF WORK

2.1. Program Requirements

Family Planning Services are preventive health, medical, counseling, and educational services that assist low-income Texans to manage their fertility and achieve optimal reproductive and general health. Family Planning Program funding shall not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures.

The following sections constitute the minimum program requirements for the Family Planning Program. Applicants that meet the eligibility requirements contained in Section 6 of this open enrollment must also meet the requirements described below, **prior to receiving a contract**.

2.1.1. Family Planning Program Certification

All Applicants, prior to the receipt of a contract resulting from this open enrollment, must submit a signed Family Planning Program Certification, which is contained in Form K, or a document that is substantially similar to the content of Form K. An Applicant may submit their certification at the time it submits its Application.

2.1.2. Required and Optional Services

Appendix A contains a list of the required core Family Planning Services that must be provided under the terms of the contracts resulting from this open enrollment. Additionally, Contractors must provide all FDA-approved methods of contraception (with the exception of emergency contraceptive pills) either directly or by referral to another provider of contraceptive services. Contractors must also provide natural family planning methods, basic infertility services, and services to adolescents.

NOTE: Additional information regarding the required contraceptive methods and services is contained in Appendix F, the HHSC Family Planning Program Policy and Procedure Manual.

2.1.2.1. Pharmaceutical Services:

Contractors must be capable of providing limited pharmaceutical services (including contraceptive methods and related medications) to Clients at each of the clinics identified in its application. Accordingly, for each clinic, Contractors will be required to have at least a Class D pharmacy on-site or have applied for a Class D pharmacy license through the Texas Pharmacy Licensing Board. A Class D pharmacy license is required to ensure Clients have immediate access to contraceptive methods and related medications covered under the Fee-For-Service portion of the Family Planning Program.

NOTE: If an Applicant determines that having a Class D pharmacy license is not feasible, the Applicant may request an exemption to this requirement from HHSC.

2.1.2.2. Optional Services:

In addition to the required core Family Planning Services, contraceptive services, and pharmacy services, Contractors may choose to provide any of the optional services that are contained in Appendix B. These optional services include breast and cervical cancer diagnostic services, limited prenatal services, and immunizations.

2.1.3. Medical Director

Contractors must have a Medical Director who has a valid and current medical license in the state of Texas overseeing its Family Planning Program services. Each clinic site must provide Family Planning Services under the purview of a Medical Director licensed in the state of Texas.

NOTE: A Medical Director may oversee Family Planning Services at multiple clinic sites.

2.1.4. Sterilization Services

Contractors that perform sterilization services must do so in accordance with the requirements and limitations contained in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F.

2.1.5. Co-pays Charged to Clients

Contractors may charge Clients a co-pay in accordance with the HHSC Family Planning Program policy. However, a Contractor must not collect a co-pay from a client if the Client is unable to pay, or if it creates a barrier to services/care for the Client. Contractors may not deny a Client services because of a Client's inability to pay current fees or any fees owed to the Contractor.

2.1.6. Eligible Client Population Determination

The eligible population for the Family Planning Program consists of women and men who have income at or below 250% of the Federal Poverty Level (FPL), are age sixty-four or younger, and reside in Texas. Contractors will be required to serve all individuals that meet the eligible population requirements. Contractors will be required to screen potentially eligible women and men for program eligibility in accordance with the HHSC Family Planning Program Policy and Procedure Manual.

2.1.7. Administrative Requirements

Contractors must have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership.

NOTE: the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com

2.1.7.1. Contractors must ensure compliance with the Reimbursement Processes described in Section 2.3, below.

2.1.7.2. Contractors must use internal Quality Assurance/Quality Improvement (QA/QI) management and processes to monitor Family Planning Services. Contractor must have a QA/QI committee and the Medical Director must be a part of the committee.

2.1.7.3. Contractors must ensure compliance with the reporting requirements described in section 2.2, below.

2.1.7.4. Contractor must ensure the provision of Family Planning Program Services to Clients throughout the entirety of the contract term.

2.1.7.5. Contractors will be required to develop and implement an annual plan to provide Family Planning Program promotion to:

2.1.7.5.1. inform the public of its purpose and services;

2.1.7.5.2. enhance community understanding of its objectives;

2.1.7.5.3. enlist community support; and

2.1.7.5.4. elicit potential Clients.

2.1.7.6. Contractors are required to participate in all HHSC-required Family Planning Program trainings. The four (4) required annual trainings include:

2.1.7.6.1. State of Texas child abuse reporting requirements;

2.1.7.6.2. assessment for human trafficking and intimate partner violence;

2.1.7.6.3. HHSC Family Planning Program Client eligibility and billing; and

2.1.7.6.4. continuing education credits regarding long-acting reversible contraception (LARC). Family Planning Program trainings may include webinars, conference calls, and in-person trainings.

2.1.7.7. **NOTE:** The selected contractor(s) may attend HHSC-required trainings in person or participate remotely.

2.1.8. Clinic Site Readiness

Each of the Contractor's clinics that will provide Family Planning Services must meet the clinic readiness criteria identified on Form H.

2.1.9. Rules/Policy

Contractors will be required to comply with the requirements set out in the applicable Family Planning Program rules, which are currently contained in Title 25, Part 1 of the Texas Administrative Code, Chapter 39, Subchapter B, Rule §§39.33 and 39.38, as currently enacted or as later modified. The applicable Family Planning Program rules are contained in Appendix C. Additionally, Contractors will be required to comply with the Family Planning Program requirements set out in the HHSC Family Planning Program Policy and Procedure Manual contained in Appendix F. The HHSC Family Planning Program Policy and

Procedure Manual may be revised without the need of a written modification to the contracts resulting from this open enrollment.

2.1.10. Procurement Forms

Applicants must sign and submit all of the forms contained in Appendix I prior to receiving a contract resulting from this open enrollment.

2.2. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Contractors will be required to report on required Professional Development activities on an annual basis. The information contained in these reports must, at a minimum, include: topic, date, and source or presenting body.

Professional Development	Reporting Period	Reporting Due Date
Documentation of Professional Development Activities conducted.	Annually	On or before September 30, 2017

Contractors will be required to report on program promotion activities by providing a Program Promotion report in accordance with requirements set forth in Family Planning Program/Outreach Annual Report, to be provided by HHSC. The information contained in this report must include: the activity, dates, number of agency staff monitoring, number of estimated potential Clients, community partners, type of media presented, and successes and challenges of activities.

Program Promotion	Reporting Period	Reporting Due Date
Description of Program Promotion Activities	Annually	On or before August 15, 2016.
Documentation of Program Promotion Activities conducted	Annually	On or before September 30, 2017

Contractors will be required to report on program services provided to Clients by completing a Family Planning Program Annual Report, to be provided by HHSC. The information contained in this report must include: numbers of Clients served and successes and challenges of providing services.

Annual Report	Reporting Period	Reporting Due Date
Family Planning Program Annual Report	Annually	On or before January 30, 2018

2.3. Funding Request and Reimbursement Processes for Family Planning Program Services

Family Planning Program funding shall not be used to provide abortion services or pay direct or Indirect Costs (including overhead, rent, phones, and utilities) of abortion procedures. Contractors must provide Family Planning Program Services as required under the resulting contracts to serve the number of proposed Unduplicated Clients during the term of the contract. Accordingly, on Form E, Applicant must propose the number of Unduplicated Clients it will serve during the term of the contract resulting from this enrollment.

If funds for these Contracts become unavailable during any budget period, HHSC may immediately terminate or reduce the amount of the resulting Contract at the discretion of HHSC. Contractor will have no right of action against HHSC if HHSC cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined in Section 2 of this open enrollment. HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

2.3.1. Reimbursement Options:

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

2.3.1.1. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

2.3.1.2. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

Accordingly, Applicants must indicate the amount of their total proposed funding request that may be reimbursed using the Fee-For-Service reimbursement method only or using both of the methods (Fee-For-Service and cost reimbursement) on Form E.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

2.3.2. Budget Requirements:

In accordance with the requirements contained in Forms F and F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

2.3.2.1. Personnel

2.3.2.2. Fringe Benefits

2.3.2.3. Travel

2.3.2.4. Equipment

2.3.2.5. Supplies

2.3.2.6. Contractual

2.3.2.7. Other

2.3.2.8. Indirect Costs

NOTE: Indirect Costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Applicants must base their budget and funding request on the requirements contained in Section 2 of this open enrollment.

Applicants must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Program Requirements.

2.3.3. Reimbursement for Services

All Family Planning Program funds are required to be used to assist Clients in planning their families, whether it is to achieve, postpone, or prevent pregnancy. Family Planning Program services will be reimbursed as follows:

2.3.3.1. All direct Client clinical services provided under the contract resulting from this procurement will be reimbursed using the Fee-For-Service reimbursement method, which requires Contractors to submit their claims to TMHP for services rendered. However, the claims will be paid by HHSC; and

NOTE: Services contained in Appendices A and B are allowable Fee-For-Service program services under the Family Planning Program.

2.3.3.2. Contractors may be reimbursed by HHSC for up to 50% of the total amount of funding awarded on a cost reimbursement basis, which requires contractors to submit monthly vouchers for expenses outlined in the categorical budgets of their respective contracts.

NOTE: Categorical Family Planning Program funds (cost reimbursement funds) must be directly related to support services that enhance clinical outcomes for Clients served under the Fee-For-Service program.

2.3.4. Cost Reimbursement Process

Contractors may seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in the categorical budget included in their contract for the cost reimbursement portion of the Family Planning Program.

Family Planning Program funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program Income received from the provision of Fee-For-Service services must be expended before Family Planning Program cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if Program Income equals or exceeds program expenses. When program expenses exceed Program Income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.3.5. Fee-For-Service Reimbursement Process

Contractors must submit their Fee-For-Service claims to TMHP using the 2017 Family Planning Claim Form. The Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at http://www.tmhp.com.

HHSC Family Planning Program claims or appeals must be filed within certain timeframes:

2.3.5.1. Initial claims submission: Submitted within 95 days of the date of service on the claim or date of any third party insurance explanation of benefit (EOB). If the 95th day falls on a weekend or holiday, the filing deadline is extended until the next business day.

2.3.5.2. Appeals: Submitted within 120 days of the date on the R&S Report on which the claim reaches a finalized status. If the 120th day falls on a weekend or holiday, the filing deadline is extended until the next business day. If the claim is denied for late filing due to the initial submission deadline, documentation of timely filing must be submitted along with the claim appeal. Refer to the TMPPM for further information.

2.3.5.3. All claims and appeals must be submitted and processed within 60 days after the end of the contract period.

2.3.5.4. All claims must continue to be billed and denied claims appealed even after the contract funding limit has been met.

NOTE: If a Client co-pay is collected, Contractors are required to include that amount on the corresponding Fee-For-Service claim. Contractors may charge Clients a co-pay based on HHSC Family Planning Program policy. However, Contractors may not collect a co-pay if the Client is unable to pay, or if it creates a barrier to care/services for the Client. Contractors must not deny a Client services because of the Client's inability to pay current fees or any fees owed.

2.4. Service Delivery Area(s)

The geographic area to be served consists of HHSC Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11. A map of all HHSC Regions may be accessed at the following link:

http://www.hhsc.state.tx.us/about_hhsc/Regions/

NOTE: Applicants should click on a specific Region to view a list of counties found within the Region.

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

3.1.1. The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix J.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) and in accordance with Texas Administrative Code §20.14(b)(3), an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive. Applications that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to comply with Government Code, §2161.252(b).

4.1 Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
Sherice Williams, HUB Coordinator
Phone: (512) 406-2542
E-mail: sherice.williams@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2 HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3 Statewide Annual HUB Utilization Goal

The CPA has established statewide annual HUB utilization goals for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules In order to meet or exceed the statewide annual HUB utilization goals, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an All Other Services procurement under the CPA rule and therefore has a statewide annual HUB utilization goal of 26% per fiscal year.

4.4 Required HUB Subcontracting Plan

In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, Applications, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the Contract include a Historically Underutilized Business Subcontracting Plan.

In accordance with Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.14 (a)(1)(C) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5 CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

4.5.1 National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **Class 918,** Consulting Services **– Item 88:** Quality Assurance/Control Consulting
- **Class 924,** Education/Training Services **– Item 16:** Course Development Services, Instructional/Training
- **Class 948,** Health Related Services **– Item 26:** Cytology Screening Services
- **Class 948** Health Related Services **– Item 48:** Health Care Services (Not Otherwise Classified)
- **Class 948** Health Related Services **– Item 55:** Medical and Laboratory Services (Non-Physician)

- **Class 948** Health Related Services **– Item 74:** Professional Medical Services (Including Physicians, Pharmacists, and All Specialties), (*Including Physicians, Pharmacists and all Specialties)*
- **Class 948** Health Related Services **– Item 81:** Radiation Therapy Treatment Services

Applicants are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6 HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

4.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

4.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:
Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Use the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

4.6.2.1 Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or,**

4.6.2.2 Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or,**

4.6.2.3 Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; **or,**

4.6.2.4 Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities with whom the Applicant intends to subcontract.

  Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:
    - a description of the portion of the SOW to be subcontracted;
    - information regarding the location to review project plans or specifications;
    - information about bonding and insurance requirements;
    - required qualifications and other contract requirements; and
    - a description of how the subcontractor can contact the Applicant.

- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

4.6.3 Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

4.7 Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the SOW using its own resources or provide a statement explaining how it will complete the SOW using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicants staff fully dedicated to the contract;
- allow HHSC to conduct an onsite review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the SOW.

4.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The Contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment.

This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties amend the contract to include a change to the SOW or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4.6 of this Application (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected Contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.2. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all responses or portions thereof.

5.3. Joint Applications

HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

5.4. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.5. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.6. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.7. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016** at **9:00 A.M. (CST) to discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.

HUB Vendor
Conference PowerP

5.8. Application Submission Instructions

Applicant must submit two (2) paper copies and two (2) electronic copies of all required documents as scanned versions (.pdf) on separate portable media devices, such as flash drives or compact discs. These devices and their content must be compatible with Microsoft Office 2013. Applicants must ensure there are no encryptions on these devices, so as to prevent HHSC from opening the documents. **The electronic Application submission must be organized as directed in subsection 5.9 of this open enrollment**. If Applicant is having difficulty providing an electronic Application submission, contact the HHSC Point of Contact identified in subsection 1.2 of this open enrollment for hard copy submittal accommodations.

Each media device must be labeled with the following information:

- Name of the Organization;
- Organization's point of contact;
- Organization's point of contact's job title;
- Organization's point of contact's telephone number and Email address;
- HHSC Procurement number of this open enrollment; and
- Date of submission

5.9. Organization of Electronic Submission of Application

Applicant should organize its scanned and signed Application packets in the following order and format. Each electronic copy of the Application packet should include the following respective listed documents and the documents should be in the following order. As discussed in Section 2.1, an applicant that meets the initial screening criteria will not be entitled to receive a contract until all of the forms listed below are received by HHSC.

Completed Forms A-K
Form A: Face Page
Form A-1: Application Narrative
Form B: Table of Contents and Checklist
Form C: Texas Counties and Regions
Form D: Family Planning Program Contact Person Information
Form E: Family Planning Funding Request and Proposed Number of Unduplicated Clients
Form F: Budget Summary
Forms F1-F7: Budget Category Detail Forms
Form G: Family Planning Program Applicant Readiness
Form H: Family Planning Clinic Site Readiness
Form I: Family Planning Clinic Sites
Form J: Family Planning Services Profile Table
Form K: Family Planning Certification
Appendix I: Certifications and Other Required Forms

5.10. Delivery of Applications

5.10.1. Submit the Application to HHSC Procurement and Contracting Services (PCS) Division provided below. **All required documents must be received by PCS by the due date and time listed in the Procurement Schedule in subsection 1.3 of this open enrollment.**

Delivery Option
Physical Address for Delivery (Operating Hours – 8:00 A.M. to 5:00 P.M.)
Health and Human Services Commission Attn: ***Bid Coordinator*** Procurement and Contracting Services Building 1100 W. 49th St. Mail Code: 2020 Austin, Texas 78756

5.10.2. PCS will date and time-stamp all submissions when received. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified time and date. All Applications must be submitted by hand delivery, by courier, or by mail.

5.10.3. HHSC will not accept Applications by any other method of delivery (e.g., telephone, facsimile, or email).

5.10.4. All Applications become the property of HHSC after submission.

5.10.5. Submission of an Application does not execute a Contract.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1. The Applicant fails to meet major open enrollment specifications, including:

6.2.1.1. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3 of this open enrollment.

6.2.1.2. The Applicant is not eligible under subsection 1.5 of this open enrollment.

6.2.2. The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

6.4.1. Past business history, practices, and conduct;

6.4.2. Ability to supply the goods and services; and

6.4.3. Ability to comply with Contract requirements.

By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

6.5. Method of Allocation

Total funding available under this open enrollment is $40,000,000.

The Family Planning Program funding awards will be distributed first to public entities that provide family planning services (that include state, county and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine, then to non-public entities that provide comprehensive primary and preventive care as a part of their family planning services, and finally to non-public entities that provide family planning services but do not provide comprehensive primary and preventive care.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that utilize Community Health Workers and/or provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

REGION	Family Planning Program Funding
Texas, all Regions	$40,000,000
Region 1	$1,330,366
Region 2	$802,141
Region 3	$9,835,976
Region 4	$1,699,500
Region 5	$1,178,344
Region 6	$9,264,794
Region 7	$4,366,609
Region 8	$4,168,212
Region 9	$823,507
Region 10	$1,744,224
Region 11	$4,786,328

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary to ensure that the Family Planning Program does not severely limit or eliminate access to services to any region of the state.

7. GLOSSARY

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, or control, a franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark
Applicant	Any individual or entity that submits an application for Enrollment pursuant to this open Enrollment.
Application	An Application submitted by an Applicant in response to this Open Enrollment.
Client	An individual who has been screened and successfully completed the eligibility process for the Family Planning Program.
Community Health Worker	A person who, with or without compensation, is a liaison and provides cultural mediation between health care and social services and the community. A Community Health Worker (CHW) is a trusted member of the community who: has a close understanding of the ethnicity, language, socio-economic status, and life experiences of the community served; assists people gain access to needed services; and increases health knowledge and self-sufficiency through a range of activities such as outreach, client navigation and follow-up to community health education and information, informal counseling, social support, advocacy, and participation in clinical research. A Certified CHW is an individual with current certification as a Community Health Worker issued by the Department of State Health Services.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in aa case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Family Planning Program	A state-funded program administered by HHSC to provide Family Planning Services to eligible females and males.

TERM	DEFINITION
Family Planning Services	Educational or medical activities that enable individuals to determine the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counselling, health screenings, and sexually transmitted infection screening and services.
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the United States (U.S.) Department of Health and Human Services. FPL varies according to household size. Public assistance programs, such as Medicaid in the U.S., define eligibility income limits as some percentage of FPL.
Fee-For-Service	Payment mechanism for services that are reimbursed on an agreed rate per unit of service (also known as unit rate).
Health and Human Services Commission (HHSC)	The state agency that has oversight responsibilities for designated health and human services agencies, including DSHS, and administers certain health and human services programs including the Texas Medicaid Program, Children's Health Insurance Program (CHIP), and Medicaid waste, fraud, and abuse investigation
Healthy Texas Women Program (HTW Program)	HTW is a state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities. Refer to Budget Summary Instructions of this document for greater detail. Indirect cost should not exceed 15% of the total personnel cost.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income clients who meet eligibility guidelines.
Program Income	Monies collected directly by the contractor for services provided under the contract award. Program income includes Client co-pay fees, Client donations, and HHSC Family Planning Program Fee-For-Service reimbursements.
Promote	Advancing, advocating, or popularizing Elective Abortions.

TERM	DEFINITION
Readiness	A determination that Applicant has the specified attributes to support a given service, the ability to meet program and contractual requirements, and the capacity to achieve service levels based on services proposed to be provided with the funds awarded under a contract resulting from this procurement.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid and Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is a state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HHSC Family Planning Program Client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services he/she receives (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

8. Programmatic Acronyms

ADA	Americans with Disabilities Act
CWH	Community Health Worker
CLIA	Clinical Laboratory Improvement Amendments
CPT	Current Procedural Terminology
FDA	Federal Drug Administration
FPL	Federal Poverty Level
HHSC	Health and Human Services Commission
HTW	Healthy Texas Women Program
NPI	National Provider Identifier
QA	Quality Assurance
QI	Quality Improvement
STD	Sexually Transmitted Disease
STI	Sexually Transmitted Infection
TMHP	Texas Medicaid Healthcare Partnership
TPI	Texas Provider Identifier
TWHP	Texas Women's Health Program

9. FORMS

The remainder of the page is intentionally left blank.

Texas Health and Human Services Commission – Family Planning FY17 Open Enrollment

FORM A: FACE PAGE

This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

APPLICANT INFORMATION	
1) LEGAL BUSINESS NAME:	
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	
3) PAYEE Name and Mailing Address (if different from above):	
4) DUNS Number (9-digit):	5) Health and Human Service Region:

6) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or Social Security Number (9 digit):

**The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

7) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Community-Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Private
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

8) BUDGET PERIOD: Start Date: July 1, 2016 End Date: August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions)

10) PRIMARY PLACE OF SERVICES PROVIDED:

11) TOTAL FUNDING REQUESTED:		13) FAMILY PLANNING (FP) PRIMARY CONTACT PERSON Name: Phone: Fax: Email:
Fee for Service:	Categorical:	
12) PROJECTED EXPENDITURES		
Does Applicant's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for Applicant's current fiscal year (excluding amount requested in line 9 above)? ** Yes ☐ No ☐ ***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*		14) FINANCIAL OFFICER Name: Phone: Fax: Email:

The facts affirmed by me in this proposal are truthful and I warrant the Applicant is in compliance with the assurances and certifications contained in APPENDIX I: HHSC Assurances and Certifications. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the Applicant and I (the person signing below) am authorized to represent the Applicant.

15) AUTHORIZED REPRESENTATIVE	16) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Title: Phone: Fax: Email:	17) DATE

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the Applicant and the proposed project with the Texas Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is required to be completed. Signature affirms the facts contained in the Applicant's response are truthful and the Applicant is in compliance with the assurances and certifications contained in APPENDIX I: HHSC Assurances and Certifications, acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the Applicant's proposal.

1) LEGAL BUSINESS NAME - Enter the legal name of the Applicant.

2) MAILING ADDRESS INFORMATION - Enter the Applicant's complete physical and mailing address, city, county, state, and zip code.

3) PAYEE NAME AND MAILING ADDRESS - Payee – Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the Applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) DUNS NUMBER – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. This can be obtained at: http://fedgov.dnb.com/webform

5) HEALTH AND HUMAN SERVICE REGION – Enter contractor's Health and Human Service Region. A map of all HHSC regions may be accessed at the following link: http://www.hhsc.state.tx.us/about_hhsc/Regions/.

6) FEDERAL TAX ID / STATE OF TEXAS COMPTROLLER VENDOR ID / SOCIAL SECURITY NUMBER - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Applicant acknowledges, understands and agrees the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

7) TYPE OF ENTITY - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml, http://www.sos.state.tx.us/corp/nonprofit_org.shtml, and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf. Check all other boxes that describe the entity.

8) BUDGET PERIOD - Enter the budget period for this proposal. Budget period is defined in the Open Enrollment solicitation.

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT - List the proposed counties served by the project and complete Form C: Texas Counties and Regions.

10) PRIMARY PLACE OF SERVICES PROVIDED – Enter the primary city, state, and 9-character zip code in which the Family Planning Services will be performed. If the services will be performed in multiple places, list the information for the place that will receive the greatest benefit from these funds.

11) TOTAL FUNDING REQUESTED - Enter the total amount of funding requested from HHSC for proposed project activities. The total funding amount requested must match the total amount requested on the Budget Summary Form (Form F).

12) PROJECTED EXPENDITURES - If Applicant's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for Applicant's current fiscal year, Applicant must arrange for a financial compliance audit (Single Audit).

13) FAMILY PLANNING PRIMARY CONTACT PERSON - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

14) FINANCIAL OFFICER - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

15) AUTHORIZED REPRESENTATIVE - Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant.

16) SIGNATURE OF AUTHORIZED REPRESENTATIVE - The person authorized to represent the Applicant must sign in this blank.

17) DATE - Enter the date the authorized representative signed this form.

Form A-1 -- APPLICATION NARRATIVE

1. Provide the job descriptions (including specific duties) for the following key employees in the space provided:

- Quality Assurance/Quality Improvement personnel:

- Eligibility Staff:

- Data Collection Staff:

- Billing Staff:

2. In the space provided, Applicant must provide a summary of how it will ensure compliance with the Program Requirements contained in Section 2 of this open

enrollment:

3. If an Applicant will subcontract any of the required (or optional) services, the Applicant must describe, in the space provided below how it will:
    a. develop, negotiate, and administer the subcontracts;
    b. provide training and technical assistance to subcontractors on all aspects of service delivery and administration;
    c. monitor subcontractors' programmatic performance, including professional and clinical services; and
    d. monitor subcontractors' quality assurance/quality improvement.

4. Applicants must provide in the space provided the following information related to its Family Planning Program promotion plan:

    a. a description of the Applicant’s Family Planning Program promotion plan for the contract period July 1, 2016 through August 31, 2017;
    b. a description of the Applicant's implementation and evaluation strategy(ies); and
    c. a description of the Applicant’s Family Planning Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Applicant must include a description of the outreach plan and strategies for marketing the program to the community.

5. Applicant must describe in the space provided how it will design, implement, and monitor Family Planning Program funds in order to ensure the provision of Family Planning and other support services to Clients throughout the duration of the contract.

6. Applicant must describe in the space provided its internal Quality Assurance/Quality Improvement management and processes utilized to monitor services provided under the contract resulting from this open enrollment.

7. Provide a copy of the current and valid Texas medical license for the Medical Director that will oversee Applicant's provision of Family Planning Services;

8. Provide resumes for the following key employees:

    a. Medical Director;
    b. Program Director;
    c. Clinical Director/Supervisor.

9. Applicants must fill out all the Program Forms and Contract Forms identified in Section 5.9 of this open enrollment.

FORM B: TABLE OF CONTENTS AND CHECKLIST

Legal Business Name: _____

In coordination with the requirements of **Section 5.9 Organization of Electronic Submission of Application,** this form is provided to ensure Applicants submit the required forms.

FORMS	DESCRIPTION	Included	Page #
A	Face Page	☐	
A-1	Application Narrative	☐	
B	Table of Contents and Checklist	☐	
C	Texas Counties and Regions	☐	
D	Family Planning Program Contact Information	☐	
E	Family Planning Funding Request and Proposed Number of Unduplicated Clients	☐	
F	Budget Summary	☐	
F-1 – F-7	Budget Category Detail Forms	☐	
G	Family Planning Program Applicant Readiness	☐	
H	Family Planning Clinic Sites Readiness	☐	
I	Family Planning Program Clinic Sites	☐	
J	Family Planning Services Profile Table	☐	
K	Family Planning Certification	☐	
Appendix I	Certifications and Other Required Forms: Form 1: Child Support Certification Form 2: Debarment, Suspension, Ineligibility, …Certification Form 3: Federal Lobbying Certification Form 4: Required Certifications Form 5: Respondent Information and Disclosures Form 6: Anti-Trust Certification Form 7: HUB Subcontracting Plan (HSP) Form 8: Security and Privacy Initial Inquiry (SPI)	☐	

FORM C: TEXAS COUNTIES AND REGIONS

Legal Business Name: _____

Applicant must identify the counties in which it proposes to provide the services required under this enrollment by placing a checkmark or an X in the respective county(ies) box(es).

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	☐	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fannin	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07			

FORM D: FAMILY PLANNING PROGRAM CONTACT PERSON INFORMATION

Legal Business Name: _____

- This form provides information about the appropriate contacts in the Applicant's organization.
- Mark N/A if a contact does not apply to your agency.
- ALL phone numbers should be a direct line to the designated individual.
- If any of the following information changes during the term of the contract, please send written notification to the program.

Contacts	
Billing Contact	*Executive Director*
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:
Financial Director	*Medical Director*
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:
Primary Program Contact	*Quality Assurance Contact*
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORM E: FAMILY PLANNING PROGRAM FUNDING REQUEST & PROPOSED NUMBER OF UNDUPLICATED CLIENTS

Legal Business Name: _____

Family Planning Program contractors may seek reimbursement for project costs using the following methods:

A. Contractors will be reimbursed using the Fee-For-Service reimbursement method by submitting claims to TMHP for direct clinical care services provided to Clients, which will then be paid by HHSC; and

B. Contractors may seek cost reimbursement for services that enhance the Fee-For-Service services provided to Clients by submitting monthly vouchers for expenses detailed in the categorical budget attached to a contractor's contract.

NOTE: Applicants may request up to 100% of their total funding request to be reimbursed through the Fee-For-Service reimbursement method or Applicants may request a portion of their funding request to be reimbursed on a cost reimbursement basis in addition to the Fee-For-Service reimbursement method. However, the cost reimbursement amount requested may not exceed 50% of Applicant's total proposed funding request and ultimately, its funding award.

Enter the amount of funds requested in the boxes below:

Fee-for-Service Amount	
Cost Reimbursement Amount	
Total Amount	

The number of Unduplicated Clients an Applicant intends to serve through the Family Planning Program will be used to assess, in part, the Applicant's effectiveness in providing the proposed services under the contract resulting from this open enrollment. This number is the estimated total number of Unduplicated Clients to whom the Applicant will provide services at the proposed clinic sites. This total should be an estimate of the number of Unduplicated Clients the Applicant proposes to serve at the Family Planning Program clinic sites included in its application. Use the following average cost per Client OR submit an explanation of the average used by the agency**: $285.00.**

Enter the estimated number of Unduplicated Clients to be served during the term of the contract, categorized by State Fiscal Year in the table below.

Period of Time	**Proposed Number of Unduplicated Clients**
July 1, 2016 – August 31, 2016 -- FY'16	
September 1, 2016 – August 31, 2017 -- FY'17	
Total Number	

Applicants must provide an explanation/justification if the average cost per Client exceeds the statewide average of $285.

FORM F: BUDGET GUIDANCE
F1-F7: Budget Category Detail Forms (Excel attached)

Legal Business Name: _____

Applicants must complete the following forms, as applicable to the Applicant's funding request as indicated on Form E:

A. Fee-For-Service funding request ONLY
    1. No budget forms to complete
B. Fee-For-Service AND Cost Reimbursement funding request
    1. Budget Forms F and F-1 through F-7

The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Instructions for completing these forms are included with the Excel file. Applicants proposing to use only the Fee-For-Service reimbursement method are not required to complete budget forms.

Indirect Costs must not exceed 15% of the total personnel cost.

To assist in estimating the amount of Program Income generated through the Family Planning Program Fee-For-Service reimbursements, Applicant should consult the proposed Family Planning Program benefits package in Appendices A and B.

Contractors are required to participate in all HHSC-required Family Planning Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests.

All equipment purchased with cost reimbursement funds must be purchased within the first quarter of the contract and approved by HHSC.

Form F: Budget Summary Worksheet

Column 1: Totals must be filled using budget category details forms (individual worksheets contained in budget spreadsheet). This must include the Applicant's proposed Family Planning Program funding request plus any co-pays the Applicant anticipates collecting from eligible Clients.

Columns 2 & 3: Distribute the total amount in Column 1 manually between Columns 2 & 3 for each budget category.

FORM G: FAMILY PLANNING PROGRAM APPLICANT READINESS

Legal Business Name: _____

Check Yes or No:

1. **Program Administration and Management**	Yes	No
a. As part of this Application, did your agency provide job descriptions that include specific duties for the key employees related to the Family Planning Program? • QA/QI personnel • Eligibility staff • Data collection staff • Billing staff		
b. As part of this Application, did your agency provide resumes for the following key employees related to the Family Planning Program? • Medical Director • Program Director • Clinical Director/Supervisor		
c. Does your agency have experience providing comprehensive primary and preventive health care (i.e., prevention, screening, diagnostic, treatment services, and appropriate referral)?		
d. Is your agency a public entity that provides Family Planning Services including state, county, and local community health centers, Federally Qualified Health Centers, and clinics under the Baylor College of Medicine?		
e. Is your agency a non-public entity that provides comprehensive primary and preventive care as a part of Family Planning Services?		
f. Is your agency non-public entity that provides Family Planning Services but does not provide comprehensive primary and preventive care?		
g. Is your agency a current certified Texas Women's Health Program provider?		
2. Service Delivery		
a. Does your agency have staff available to determine eligibility?		
3. Partnerships/Subcontracting		
a. Does your agency plan to subcontract any of the required or optional services?		
4. Data Collection and Billing Systems		
a. Does your agency have a billing system and/or process to submit Fee-For-Service claims to the Texas Medicaid Healthcare Partnership (the Texas Medicaid Provider Procedures Manual provides detailed claims submission information and can be accessed on the TMHP website at: http://www.tmhp.com)?		
5. **Use of Community Health Workers**		
a. Does your agency currently employ or plan to employ Community Health Workers for community outreach, education, or other client service activities?		

If No is marked for any of the above, please explain:

FORM H: FAMILY PLANNING PROGRAM CLINIC SITE READINESS

Legal Business Name: _____

Clinic Site # __ of __

Complete one form for every clinic site that will provide Family Planning Program Services funded through this open enrollment. Please complete the form by marking yes for no for each of the items listed below:

	Yes	No
Is there appropriate signage to identify funded entity?	☐	☐
Is there adequate space for clinical and administrative staff?	☐	☐
Are Family Planning Services provided under the purview of a Medical Director licensed in the state of Texas?	☐	☐
Does the clinic site have at least a Class D pharmacy license (or have applied for license)?	☐	☐
Are the required contraceptives available on-site?	☐	☐
Is there locked storage to protect confidential medical records, medications, and medical supplies?	☐	☐
Is there proper disposal for medical waste?	☐	☐
Is there CLIA certification for level of tests performed?	☐	☐
Is the clinic site in compliance with accessibility guidelines for persons with disabilities?	☐	☐
Is the clinic site geographically close to the target population?	☐	☐
Are the clinic site appointment hours convenient enough to meet the clients' needs?	☐	☐
Does the clinic site have clean exam rooms where services are delivered?	☐	☐
Does the clinic site have adequate space for Client intake?	☐	☐
Does the clinic site have adequate space for Clients to wait for their appointments?	☐	☐
Is there appropriate resources for and use of interpreter services and language translation?	☐	☐
Does the clinic site have financial management systems that include secure data storage?	☐	☐
Are there appropriate emergency policies, procedures, and supplies, as applicable?	☐	☐
If any of the above requirements are not currently in place, can they be in place by the contract award date?	☐	☐

If No is marked for any of the above, please explain:

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Complete a **separate clinic form for each clinic site that will provide Family Planning Program services funded through this open enrollment.** Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ___ of ___	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic as it will appear on the online clinic locator. The name should be recognizable to Clients.
Street Address	Physical address of clinic. (Do not enter a P.O. box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HHSR	Health and Human Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the specific clinic site.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
Date of Pharmacy License Application Submission	If no current pharmacy license number is available, enter date the pharmacy license application submitted
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HHSC Family Planning Program services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of each clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).

FORM I: FAMILY PLANNING PROGRAM CLINIC SITES

Legal Business Name: _____ **Clinic Site # __ of ___**

CLINIC SITE INFORMATION: Complete this form for **EACH** clinic site that will provide Family Planning Program services funded under this enrollment.

Clinic Name:			
Street Address:			Suite:
City:	County:	Zip Code:	HHSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area *(counties to be served by this clinic site)*:			
Contact Person:			
Pharmacy License #:	Class:	Date of Pharmacy License Application Submission:	
TPI#:		NPI #:	
Date of Medicaid Application	Submission(if no TPI# or NPI#):		
Subcontractor Site:	☐ Yes	☐ No	
Mobile Site:	☐ Yes	☐ No	

CLINIC HOURS

	HOURS OF OPERATION					
DAY	**Morning**		**Afternoon**		**Evening (after 5pm)**	
	From	**To**	**From**	**To**	**From**	**To**
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						

FORM J: SERVICES PROFILE TABLE

Legal Business Name: _____

Fill out this form ***for each clinic site*** for which a Family Planning Program Clinic Site (Form I) was completed. Indicate how each supply or service is provided to clients. If a supply or service will not be provided, an explanation must be included.

Note: All FDA-approved methods of contraception (with the exception of emergency contraception) must be made available to the client, either directly or by referral to another provider of contraceptive services, at the fee that would be charged if the method or service were provided on-site.

Applicants must offer the full range of available contraception methods, either on-site or by referral. At a minimum, the following services must be available to clients on-site:

- Anti-infectives for the treatment of STIs/STDs;
- Barrier methods and spermicides;
- Injectable hormonal contraceptive;
- Oral contraceptives;
- Sexual abstinence education and counseling; and
- Transdermal hormonal contraceptive (patch) or vaginal hormonal contraceptive (ring).

Clinic Name:	**Clinic Site # __ of ___**

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Informed Consent			
History			
Physical Assessment			
Lab Testing			
Pap Test			
Client Education/Counseling			
Pregnancy Diagnosis / Counseling			
STI/STD Testing			
STI/STD Treatment			
HIV Testing			
Level I Infertility Services			
Minor GYN Problems			
Health Promotion / Disease Prevention			
Special GYN Procedures			

Supply or Service	Provided On-Site	Provided Through Referral	Referral Provider Name & Location
Female sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*			
Intrauterine Contraception (IUD/IUS)			
Hormonal Implant (Nexplanon™)			
Medroxyprogesterone Acetate (DMPA/Depo)			
Oral Contraceptives *(providing a client with a prescription does not meet the definition of "on-site")*			
Transdermal Hormonal Contraceptive (Patch)*			
Vaginal Hormonal Contraceptive (Ring)*			
Diaphragm and/or Cervical Cap			
Contraceptive Sponge			
Female Condoms			
Spermicidal Methods or Products			
Natural Family Planning Instruction			
Abstinence Education			
Male sterilization *(counseling provided, consent signed, scheduling & payment for procedure, even if procedure done elsewhere)*			
Male Condoms			

*At least one of these two methods (patch/ring) ***must*** be provided on-site; the other may be provided by referral.

The services on the table below are optional. Please complete the table below with services Applicant intends to provide.

Optional Services (*see Appendix B for reimbursable procedure codes)*	**Provided On-site**	**Not Provided**	**Provided Through Referral**	**Subcontracted**
Breast and Cervical Cancer Diagnostic Services				
Limited Prenatal Services				
Immunizations				

FORM K: FAMILY PLANNING CERTIFICATION

This certification pertains to the following Family Planning Program Applicant:

Applicant's Name _____

Federal Tax ID Number _____

NPI Number _____

Applicant's primary billing address:

Street Address _____

Street Address City/State/Zip Code _____

Telephone Number _____

Applicant's primary physical address:

Street Address _____

DEFINITIONS

For the purposes of this certification, the following terms are defined as follows:

The term *"Affiliate"* means:
An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

1. **common ownership, management, or control; a franchise; or**
2. **the granting or extension of a license or other agreement that authorizes the Affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.**

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, articles of incorporation, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term *"Promote"* means advancing, furthering, advocating, or popularizing Elective Abortion by, for example:

1. **taking affirmative action to secure Elective Abortion services for a Family Planning Program Client (such as making an appointment, obtaining consent for the Elective Abortion, arranging for transportation, negotiating a reduction in an Elective Abortion provider fee, or arranging or scheduling an Elective Abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;**
2. **furnishing or displaying to a Family Planning Program Client information that publicizes or advertises an Elective Abortion service or provider; or**
3. **using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.**

My name is _____. I am the provider or, if the provider is an organization, I am the provider's _____ (title or position) I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that the Texas Legislature has specified that Family Planning Program funds may not be used to pay the direct or Indirect Costs of abortion procedures provided by HHSC contractors, or distributed to individuals or entities that perform Elective Abortion procedures or that contract with or provide funds to individuals or entities for the performance of Elective Abortion procedures. (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 85 (relating to Prohibition on Abortions-Family Planning). I also understand that to receive Family Planning Program funds I must, if applicable, meet the organization requirements under Health and Human Services Commission Rider 87 of the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)).

I understand that I am not qualified to participate in the Family Planning Program or to bill the Program for services if I, or any of my organization's subcontractors, perform or Promote Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions outside the scope of the Family Planning Program.
   ❒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate, as defined on p. 2 of this document, of an entity that performs or Promotes Elective Abortions. Furthermore, my organization, and any of my organization's subcontractors, are legally separate entities from entities that perform or Promote Elective Abortions.
   ❒ I affirm that this statement is true and correct.
3. In offering or performing a Family Planning Program service, I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions within the scope of the Family Planning Program.
   ❒ I affirm that this statement is true and correct.
4. In offering or performing a Family Planning Program service, I, as well as my organization's subcontractors, maintain physical and financial separation between any Family Planning Program activities and any Elective Abortion-performing or abortion-promoting activity, in particular:
   a. All Family Planning Program services are physically separated from any Elective Abortion activities, no matter what entity is responsible for the activities;
   b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
   c. None of the funds that I, or any of my organization's subcontractors, receive for performing Family Planning Program services are used to directly or indirectly support

the performance or promotion of Elective Abortions by an Affiliate, and my, and any of my organization's subcontractors', accounting records can confirm this;

d. My organization does not, nor do any of my organization's subcontractors, transfer any funds, through gift or payment, to an entity that performs or Promotes Elective Abortions. My organization and my organization's subcontractors do not share expenses or costs (including overhead, rent, phone, equipment, or utilities) with an entity that performs or Promotes Elective Abortions;

e. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

f. Any employee employed by my organization, or any my organization's subcontractors, is not also employed by an entity that performs or Promotes Elective Abortions.

❒ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.

❒ I affirm that this statement is true and correct.

6. I cannot affirm that the statements 1-5 above are "true and correct," but I do affirm all of the following: I do not perform Elective Abortions; none of the funds that I, or any of my organization's subcontractors, receive (or will receive) for performing Family Planning Program services are (or will be) used to directly or indirectly support the performance of Elective Abortions, and my accounting records can confirm this; my organization does not, nor do any of my organization's subcontractors, transfer any Family Planning Program funds, through gift or payment, to an entity for the performance of Elective Abortions; and I comply with all of the requirements of Health and Human Services Commission Rider 87, Sections a - g, under the 2016-17 General Appropriations Act (H.B. 1, 84th Legislature, Regular Session, 2015, art. II, at II-104, Section 87 (relating to Family Planning Affiliate Requirements)) if applicable.

❒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the Family Planning Program and the Texas Health and Human Services Commission (HHSC) (henceforth, "HHSC") will deny any claims I submit for Family Planning Program services.
2. If, after I submit this signed certification, I, or any my organization's subcontractors, perform or agree to perform, or Promote Elective Abortions, I will notify HHSC at least 30 calendar days before such action is taken. If I fail to notify HHSC as required, I will be disqualified from the HHSC Program and HHSC will deny any claims I submit for Family Planning Program services.
3. If, while participating in the Family Planning Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the Family Planning Program, and HHSC will deny any claims I submit for Family Planning Program services.
4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the Family Planning Program, HHSC may place a payment hold on claims submitted by me or my organization for Family Planning Program services until HHSC can make a final determination regarding my eligibility.
5. If HHSC determines that I am ineligible to receive funds under the Family Planning Program:
   a) HHSC may recoup Family Planning Program funds paid on claims that I have incurred since the date the provider became ineligible;
   b) HHSC will deny all Family Planning Program claims that I have submitted since the date of ineligibility; and
   c) I will remain ineligible to participate in the Family Planning Program until I comply with the provisions of this certification form.

If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HHSC Program.

If statements 1 – 5 are, or alternatively statement 6 is, marked "true," the effective dates of your certification are as follows: (The effective date of the Certification spans from the contract start date through the end of the contract/project year.)

Effective Date of Certification: 07/01/2016 through 08/31/2017.

Note: *Each Applicant must complete a new certification form annually and provide it to HHSC prior to execution of a Family Planning Program contract. The certification form will be provided to Applicants and/or contractors as a part of the contracting packet.*

If, after certification, you can no longer affirm that any of statements 1 – 5 are, or alternatively 6 is, true, you must request an immediate termination of your Family Planning Program certification.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

10. APPENDICES

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APPENDIX A: Family Planning Program Reimbursable Procedure Codes

The Family Planning Program was directed to implement a 7% reduction to reimbursement rates effective September 1, 2011. Consequently, the CPT code reimbursement rates will remain the same and the 7% reduction will be taken from the total amount to be reimbursed.

A list of reimbursable Family Planning Program procedure codes are listed below. Please note that reimbursement rates are subject to change.

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Anesthesia		
	00851	*
Surgery - integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - male genital system		
	55250	303.12
Surgery - female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65

*Reimbursement rate dependent on multiple factors

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Pathology & Lab - organ or disease oriented panels		
	80061	18.83
Pathology & Lab - drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90
Pathology & Lab - chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87
	87625	49.47
	87660	28.20
	87797	28.20
	87800	56.41
	87801	98.70

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	87810	16.86
	87850	16.86
Pathology & Lab - cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - immunization administration		
	90460	8.00
	90471	7.84
Medicine - vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53
	J7304	37.48
	J7307	672.61
HCPCS S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23

APPENDIX A - Core Family Planning Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

APPENDIX B: Optional Services

Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
	19285	352.31
	19286	295.37
Radiology - diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - diagnostic ultrasound Procedure Grouping		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - organ or disease oriented panels		
	80048	11.89
Pathology & Lab - organ or disease oriented panels		
	80053	14.85

Pathology & Lab - hematology and coagulation		
	85730	8.44

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Pathology & Lab - surgical pathology		
	88305	54.53
	88307	229.35
Medicine - cardiovascular		
	93000	12.83
Cervical Cancer Screening Services		
Anesthesia	00940	18.42
Surgery - female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - diagnostic imaging		
	71010	18.71
	71020	24.32
Pathology & Lab - organ or disease oriented panels		
	80048	11.89
	80053	14.85

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Pathology & Lab - hematology and coagulation		
	85730	8.44
Pathology & Lab - cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	*
	88174	30.05
Pathology & Lab - surgical pathology		
	88305	54.53
	88307	229.35
Medicine - cardiovascular		
	93000	12.83
Medicine - psychiatry		
	90791	113.91
	90792	113.91

*Reimbursement rate dependent on multiple factors

APPENDIX B -
Optional Services – Breast and Cervical Cancer Diagnostics

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Breast Cancer Screening		
Anesthesia		
	00400	*
Surgery - general		
	10022	90.21
Surgery - integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23
	19284	152.63
Problem-Focused Gynecological Services		
Surgery - female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

*Reimbursement rate dependent on multiple factors

APPENDIX B - Optional Services - Immunizations and Vaccinations

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Medicine - immunization administration		
	90460	8.00
	90471	7.84
	90472	7.84
Medicine - vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

APPENDIX B - Optional Services - Prenatal Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Surgery - maternity care and delivery		
	59025	33.55
	59430	92.47
Radiology - diagnostic ultrasound		
	76801	96.28
	76802	62.25
	76805	96.28
	76810	94.23
	76811	373.03
	76813	62.25
	76815	62.25
	76816	62.25
	76817	62.25
	76818	96.28
	76819	85.88
	76820	39.44
Pathology & Lab - organ or disease oriented panels		
	80055	35.60
Pathology & Lab - drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - chemistry		
	82105	23.59
	82677	34.01
	82951	18.10
	84436	9.66
	84479	8.81
Pathology & Lab - hematology and coagulation		
	85384	11.95
	85610	5.53
Pathology & Lab - immunology		
	86336	21.92
	86777	20.23
	86778	17.97
Pathology & Lab - transfusion medicine		
	86850	7.15
	86900	4.20
	86901	4.20
Pathology & Lab - microbiology		
	87081	9.32
	87184	9.70
	87340	14.53

APPENDIX B - Optional Services - Prenatal Services

Procedure Grouping	Procedure Code	Reimbursement Rate (in dollars and cents)
Medicine - vaccines/toxoids		
	90656	13.28
	90658	16.16
	90686	16.94
	90688	15.87
	90715	32.46
HCPCS A Codes - Supplies		
	A4253	28.28
	A4258	14.65
	A4259	11.10
HCPCS J Codes - Drugs other than oral		
	J0702	5.42
	J1100	0.15
	J1725	2.82 per mg
	J2790	75.92

APPENDIX C: Family Planning Program Rules

TITLE 25 HEALTH SERVICES
PART 1 DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 56 FAMILY PLANNING

§56.1 Introduction

The requirements in this chapter apply to the department's Family Planning Program unless otherwise specified within the section. Department Family Planning providers are also required to observe all guidelines and operating procedures outlined in the most recent Family Planning Policy Manual, as required by their contracts. In addition to the requirements set out in this chapter, Title XIX (Medicaid) providers must comply with the terms and conditions of the Provider Agreement signed by all providers as a condition of participation in the Texas Medical Assistance Program.

§56.2 Definitions

The following words and terms, when used in this chapter, shall have the following meanings.

(1) Client--Any individuals seeking assistance from a Department of State Health Services contractor or provider to meet their family planning goals.

(2) Commission--The Texas Health and Human Services Commission.

(3) Contraception--Any United States Food and Drug Administration (FDA)-approved means of pregnancy prevention. Methods include permanent methods and temporary methods.

(4) Department--The Department of State Health Services.

(5) Family planning services may include:

(A) health history and physical;

(B) counseling and education;

(C) laboratory testing;

(D) provision of a contraceptive method; and

(E) referrals for additional services as needed.

(6) Intended pregnancy--Pregnancy a woman reports as desired at the time of conception.

(7) Medicaid--Title XIX of the Social Security Act.

(8) Provider--Any entity that receives department or Title XIX funding to provide family planning services.

(9) Region--Any of the public health service regions established by the Department of State Health Services.

(10) Title XIX family planning program--Family planning services provided under Title XIX (Medicaid) of the Social Security Act, 42 United States Code §1396 et seq.

§56.3 Purposes

The purposes of family planning services are:

(1) to enable women and men to determine the preferred number and spacing of their children;

(2) to positively affect the outcome of future pregnancies;

(3) to increase the proportion of intended pregnancies; and

(4) to improve the health status of Texas communities.

§56.4 Maximum Rates and Specific Codes

For payment of purchased counseling, educational, medical, and sterilization department family planning services maximum rates are established by the department according to specific diagnosis and procedure codes. The commission sets fees, charges, and rates for family planning services provided under Title XIX (Medicaid).

§56.5 Contraceptive Methods

A broad range of FDA-approved methods of contraception must be made available to the client, either directly or by referral to another provider of contraceptive services. All brands of the different contraceptive methods need not be made available; however, each major contraceptive category must be made available.

§56.6 Prohibition of Abortion

Abortion is not considered a method of family planning, and no state funds appropriated to the department shall be used to pay the direct or indirect costs (including overhead, rent, phones, equipment, and utilities) of abortion procedures provided by department providers.

§56.7 Requirements for Reimbursement of Family Planning Services

The commission and the department shall reimburse providers for services in compliance with program standards, policies and procedures, and contract requirements unless payment is prohibited by law.

§56.8 Records Retention

Department providers shall maintain for the time period specified by the department all records pertaining to client services, contracts, and payments. Title XIX (Medicaid) record retention requirements are found in 1 Texas Administrative Code §354.1004 (relating to Retention of Records). All records relating to services must be accessible for examination at any reasonable time to representatives of the commission and/or the department and as required by law.

§56.9 Abuse Reporting

Texas Family Code, Chapter 261, requires child abuse reporting.

(1) Providers are required to have an internal policy and procedure concerning determination, documentation, and reporting instances of sexual and non-sexual abuse in accordance with the department's Child Abuse Screening Documenting and Reporting Policy.

(2) Additionally, providers must develop an agency specific policy for Human Anti-Trafficking and Intimate Partner Violence to comply with abuse reporting guidelines and requirements as interpreted by department policy.

§56.10 Freedom of Choice

Clients have the right to freely choose family planning methods and sources of services. Clients shall not be coerced to accept services.

§56.11 Confidentiality

Providers shall safeguard client family planning information. Clients must provide written authorization prior to the release of any personally identifying information except reports of child abuse required by Texas Family Code, Chapter 261, and as required or authorized by other law. The department may distribute appropriated funds only to providers that show good faith efforts to comply with all child abuse reporting guidelines and requirements as interpreted by department policy.

(1) Providers shall ensure client confidentiality and provide safeguards for clients against the invasion of personal privacy.

(2) All personnel (both paid and volunteer) must be informed during orientation of the importance of keeping information about a client confidential.

(3) Clients' records must be monitored to ensure access is limited to appropriate staff and to department and/or commission staff or their authorized representatives.

(4) The client's preference of methods of follow-up contact shall be documented in the client's record.

(5) Each client shall receive verbal assurance of confidentiality and an explanation of what confidentiality means.

§56.12 Eligibility for Family Planning Services

Eligibility shall be determined according to the requirements of the most recent department Family Planning Policy Manual. Department providers shall not deny family planning services to eligible clients because of their inability to pay for services. Title XIX (Medicaid) eligibility is determined by the guidelines set by the commission. Individuals who receive Medicaid are eligible for family planning medical, counseling, and educational services.

§56.13 Consent

Department Family Planning services must be provided with consent from the minor's parent, managing conservator, or guardian only as authorized by Texas Family Code, Chapter 32, or by federal law or regulations. Providers may reference the current Family Planning Policy Manual. A provider may not require consent for family planning services from the spouse of a married client.

§56.14 Family Planning for Adolescents

(a) Adolescents age 17 and younger shall be provided individualized family planning counseling and family planning medical services that meet their specific needs as soon as possible.

(b) The provider shall ensure that:

(1) counseling for adolescents seeking family planning services have parental consent;

(2) counseling for adolescents includes information on use of all medically approved birth control methods, including abstinence; and

(3) appointment schedules are flexible enough to accommodate access for adolescents requesting services.

§56.15 Civil Rights

Providers shall make family planning and genetic services available without regard to marital status, parenthood, handicap, age, color, religion, sex, ethnicity, or national origin. The provider must comply with Title VI of the Civil Rights Act of 1964 (Public Law 88 - 352); §504 of the Rehabilitation Act of 1973 (Public Law 93 - 112); The Americans with Disabilities Act of 1990 (Public Law 101 - 336), including all amendments to each; and all regulations issued pursuant to these Acts.

§56.18 Family Planning Genetics Services Provided

Family planning genetics services must be prescribed by a physician (MD or DO) and have implications for reproductive decisions. Services may include the following, based on the client's needs:

(1) health history and detailed family genetic health history;

(2) medical genetics physical examination;

(3) psychosocial genetic assessment;

(4) medical genetic counseling;

(5) psychosocial genetic counseling;

(6) follow-up genetic counseling;

(7) prenatal genetic diagnostic services; and

(8) laboratory services.

§56.19 Limitations of Family Planning Genetics Services

For the Title XIX Family Planning Genetics Program, the following types of services are not allowed:

(1) genetic services for conditions that do not have serious psychosocial or medical implications for the client; and

(2) prenatal diagnosis for sex determination of the fetus alone without implications for genetic disorders.

APPENDIX D: HHSC Uniform Terms and Conditions - Version 2.12

Grantee UTC
VERSION 2.12 -- HTV

APPENDIX E: HHSC Special Conditions, Version 1.0

HHSC Special Conditions 1 0.pdf

APPENDIX F: Fiscal Year 2016 Policy and Procedure Manual for Family Planning Services

APNDX F - FY16
Family Planning Poli

APPENDIX G: Standards for Public Health Clinic Services

APNDX G - DSHS Clinic Standards.pdf

APPENDIX H: HUB CMBL Listing

HUB Listing.pdf

APPENDIX I: Certifications and Other Required Forms

- Form 1: Child Support Certification (PDF)
- Form 2: Debarment, Suspension, Ineligibility, ... Certification (PDF)
- Form 3: Federal Lobbying Certification (PDF)
- Form 4: Required Certifications (PDF)
- Form 5: Respondent Information and Disclosures (PDF)
- Form 6: Anti-Trust Certification (DOC)
- Form 7: HUB Subcontracting Plan (HSP)
- Form 8: Security and Privacy Initial Inquiry (SPI)

APPENDIX J: Women At Or Below 200% FPL By County

Women At Or Below 200 Percent F

AI-54891

Health & Human Services Dept.
11. B. 2.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration, and approval to draw down funds for MCO Pass-Through Payment Pilot Program from the Local Provider Participation fund to be determined by HHSC instructions with a settlement date of June 2016.

Approval of Certification of revenues as certified by the County auditor from the LPPF in the amount to be determined by HHSC instructions in June 2016.

Approval of 2016 Appropriation of funds from the LPPF in the amount to be determined by HHSC instructions in June 2016.

BACKGROUND

As discussed above, HHSC will adopt managed care pass-through payments for hospitals in Cameron, Hidalgo, Maverick, Starr and Webb Counties (the "Counties"). Hereinafter, we refer to this class of providers as the "Eligible Hospitals." To implement pass-through payments, HHSC will increase the capitated rates under its contracts with MCOs that operate in the Counties, and the MCOs will in turn pass the enhanced capitation amounts through to the Eligible Hospitals. The non-federal share of the pass-through payments will be financed through intergovernmental transfers ("IGTs") from the Counties.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1258-XXX-XX-XXX-XXX-X-XXX
FUNDS AVAILABLE Y/N?:		MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Attachments

MCO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/02/2016 04:21 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Dairen Sarmiento Started On: 06/02/2016 02:14 PM

Final Approval Date: 06/10/2016

TEXAS CONCEPT PAPER:
SOUTH TEXAS MCO PASS-THROUGH PAYMENT PILOT
MAY 13, 2016

INTRODUCTION

This concept paper describes the South Texas MCO Pass-Through Payment Pilot ("Pilot") proposed by the Texas Health and Human Services Commission ("HHSC"). This Pilot is designed to use the authority for MCO pass-through payments clarified in the May 6, 2016, Final Medicaid managed care rule (the "Final Rule") to address significant cash shortfalls being experienced by certain Medicaid-dependent South Texas hospitals in Cameron, Hidalgo, Maverick, Starr and Webb Counties. It is expected that these payments will transition over time to other provider payment initiatives contained in the Final Rule.

BACKGROUND

The Final Rule provided substantial clarity in a new 42 CFR § 438.6(d) regarding the permissibility of MCO pass-through payments to hospitals, physicians and nursing facilities as an exception to the general prohibition against states directing MCOs to make certainpayments. The Centers for Medicare & Medicaid Services ("CMS") acknowledges in the Rule that MCO "pass-through payments have served as a critical source of support for safety net providers who provide care to Medicaid beneficiaries." 81 Fed. Reg. 27498, 27589 (May 6, 2016).

South Texas is home to a substantial portion of Texas Medicaid beneficiaries. The five counties included in the Pilot in 2013 contained 12.14 percent of all Texas Medicaid beneficiaries,[1] despite constituting only 6.14 percent of the Texas population.[2] The hospitals in South Texas have been hard hit by reductions in the size of the Section 1115 Waiver uncompensated care ("UC") pool and by the "haircuts" necessary from the continued substantial demands on the UC pool.

HHSC recognizes that the Final Rule phases out the ability of states to make MCO pass-through payments over ten years, beginning July 1, 2017. HHSC anticipates that the Pilot payments will transition to another permissible category of payment under the Final Rule that will continue to allow critical support to the South Texas hospitals.

HHSC also recognizes that the Final Rule provides a statewide limit on the amount of MCO pass-through payments a state can make to hospitals. This limit is calculated as a percentage of a "base amount" as defined in 42 C.F.R § 438.6(d)(3). HHSC believes that the Pilot payments are significantly under this limit.

HHSC also recognizes that the payments to the MCOs, including the Pilot payments, must be actuarially sound. HHSC will provide appropriate actuarial documentation

[1] See http://www.hhsc.state.tx.us/research/MedicaidEnrollment/ME/201310.html.
[2] See https://www.tsl.texas.gov/ref/abouttx/popcnty2010-11.html

in connection with the Pilot payments, consistent with requirements in the regulations and accompanying rate development guide, to CMS as soon as it is available.

OBJECTIVES

By creating Pilot payments consistent with the Final Rule, Texas hopes to achieve the following objectives:

- Guarantee access to vital medical servies for Medicaid beneficiaries in a regiona that does not have a single major public hospital. Supporting the South Texas safety-net hospitals will mitigate trauma to beneficiaries who would otherwise be forced to travel significant distances at greater costs to the Medicaid program.
- Ensure Texas meets its requirements under federal law on beneficiary access to medically necessary services.
- Support Texas' efforts to meet market rates for provider services while ensuring actuarially sound rates for MCOs.
- Promote economic stability for local economies.
- Better align the coordination of care between MCOs and safety-net hospitals for a population that is over 90% Hispanic.
- Ensure accountability for scarce taxpayer dollars.
- Ensure access to medically necessary services for low-income non-Medicaid populations.

These objectives will assist the state and local communities in meeting their goals related to economic prosperity and improve the health of their citizens. Without timely access to medically necessary care at the local level, overall Medicaid spending will ultimately increase faster than current trends. To be independent and fully engaged in employment, individuals and families need access to medically necessary care. Healthy people in turn contribute to economic growth in their communities, and by extension, in the state.

METHODOLOGY

As discussed above, HHSC will adopt managed care pass-through payments for hospitals in Cameron, Hidalgo, Maverick, Starr and Webb Counties (the “Counties”). Hereinafter, we refer to this class of providers as the “Eligible Hospitals.” To implement pass-through payments, HHSC will increase the capitated rates under its contracts with MCOs that operate in the Counties, and the MCOs will in turn pass the enhanced capitation amounts through to the Eligible Hospitals. The non-federal share of the pass-through payments will be financed through intergovernmental transfers (“IGTs”) from the Counties.

Additional detail regarding the steps required to implement pass-through payments is below.

MCO Rate Enhancement

- A projected pass-through payment amount will be calculated for each Eligible Hospital providing services under the contract (the "Target Pass-Through Amount"). This amount will be equal to the difference between the hospital's UC limit calculated pursuant to the Special Terms and Conditions of the 1115 waiver, and all Medicaid payments otherwise projected to be made to the hospital for the contract year, including fee-for-service and managed care claims payments, disproportionate share hospital payments, and UC pool payments under the waiver (but exclusive of any delivery system reform incentive payments).
- The sum of all Eligible Hospitals' Target Pass-Through Amounts will be the Total Target Pass-Through Amount.
- HHSC will ensure that the Total Target Pass-Through Amount, when combined with any other managed care pass-through payments projected for hospitals for the contract year, is less than or equal to the relevant percentage of the Base Amount specified pursuant to 42 C.F.R. § 438.6(d)(3). If total statewide pass-through payments would exceed that amount, HHSC will reduce all pass-through payments on a pro rata basis to remain within the limit. In such circumstance, the Total Target Pass-Through Amount will reflect such pro rata reductions.
- The actuaries will determine a Pass-Through per member per month ("PMPM") amount for each MCO in the Hidalgo Service Area according to relative utilization of hospital services, such that payment of each MCO's PMPM amount for the full contract year would be projected to ensure full payment across all MCOs of the Total Target Pass-Through Amount.
- HHSC and its actuaries will submit documentation regarding pass-through payments to CMS, as required by 42 C.F.R. § 438.6(d)(4) and CMS' Medicaid Managed Care Rate Development Guide.

Contract Amendments

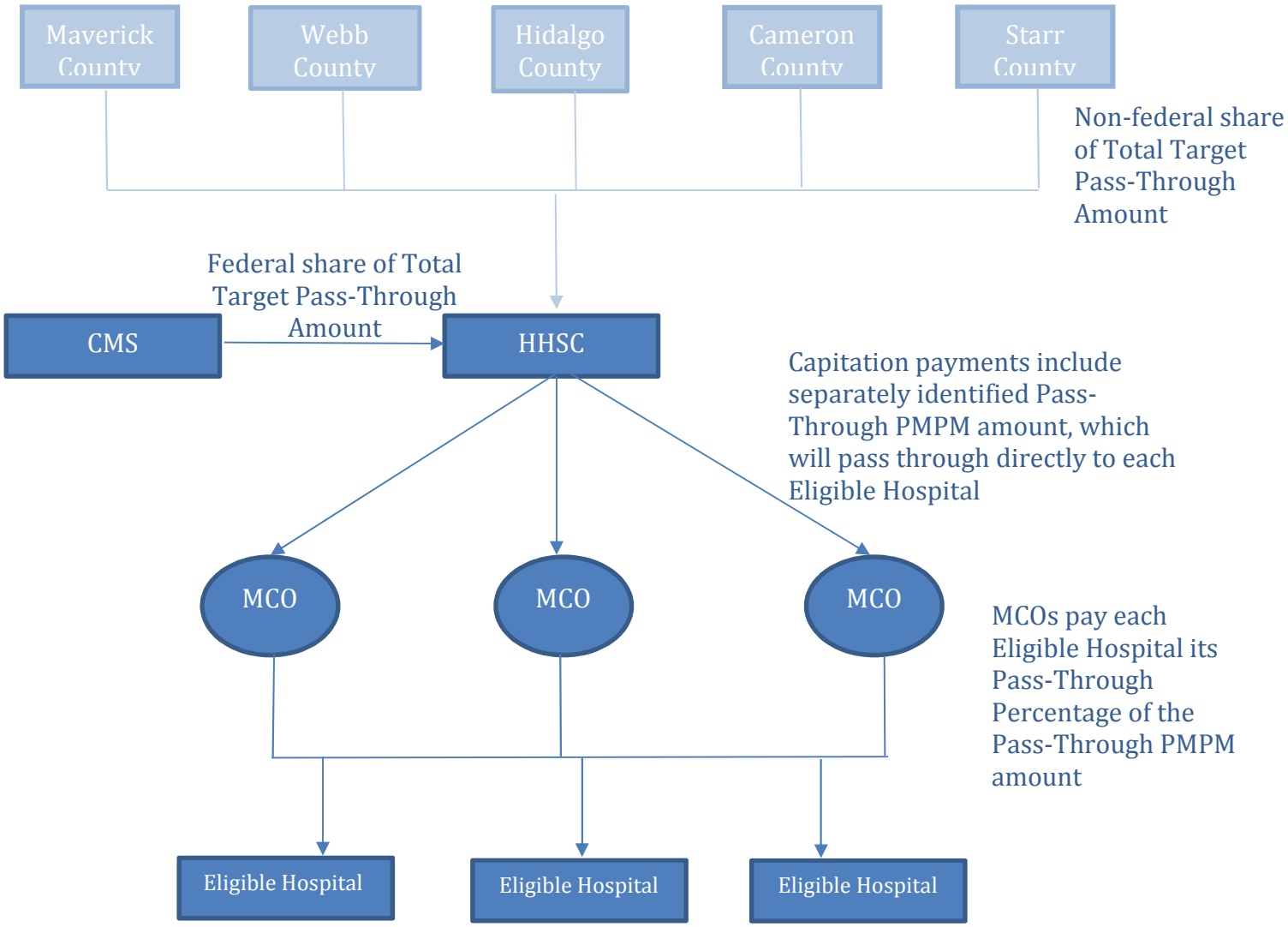
- HHSC will determine each Eligible Hospital's pro-rata share of the Total Target Pass-Through Amount by dividing each Eligible Hospital's Target Pass-Through Amount by the Total Target Pass-Through Amount (the Eligible Hospital's "Pass-Through Percentage").
- HHSC will include in its contracts with MCOs a requirement that on a monthly basis the MCOs pay each Eligible Hospital its Pass-Through Percentage of the total monthly Pass-Through PMPM amount to the MCO (see funds flow below). Sample contract language is attached as Attachment A.
- CMS will need to approve the MCO contract amendments.

Funds Flow

- On a monthly basis, the MCOs will, as contractually required, pay each Eligible Hospital its Pass-Through Percentage of the total monthly Pass-Through PMPM amount to the MCO.

- On a semi-annual basis, HHSC will invoice the Counties for their portion of the IGTs necessary to fund the projected next six months of the non-federal share of pass-through payments and reconcile based on prior period actual non-federal share need.
- On a monthly basis, HHSC will report to each MCO and Eligible Hospital the total amounts paid in pass-through payments to each MCO so that pass-through payments operate transparently to all parties and so that all parties can be held accountable.

The funds flow is represented graphically below.



CONCLUSION

The Texas HHSC believes that the Pilot payments are an important tool, authorized by the recent Final Rule, that will help Texas address needs of Medicaid dependent South Texas safety net hospitals. It is expected that these payments will transition over time to other provider payment initiatives contained in the Final Rule.

Attachment A
Sample Contract Language

Section 10.20 Pass-through Payments for Hidalgo Managed Care Service Area

(a) The capitation rates include funding to cover the cost of pass-through payments for hospitals in Hidalgo Managed Care Service Area.
(b) HHSC will provide a list of eligible providers to the MCO, which will specify each eligible provider's percentage share of aggregate pass through payments.
(c) If the MCO does not otherwise have a contract with an eligible provider, it will enter into a limited contract for the purpose of paying the provider its share of pass-through payments.
(d) On a monthly basis, HHSC will notify the MCO of the total dollar amount of capitation payments paid to the MCO for pass-through payments.
(e) On a monthly basis, the MCO will pay each eligible provider their percentage share of the total pass-through payment capitation amount.
(f) The MCO will report to HHSC its expenditure of pass-through capitation amounts in a format specified by HHSC.
(g) The MCO is prohibited from using any capitation amounts paid for pass through payments for any purpose other than paying eligible providers pursuant to this section.

AI-54839 IT Department 12. A.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

CONSTABLE PCT. 4

Authorization and approval to purchase new wireless gps service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:
15	Data Plan for GPS	Office Use	Machine to Machine Account Share 1MB @ $5.00 each per month
6	Data Plan for GPS	Office Use	Machine to Machine Account Share 5MB @ $7.00 each per month

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-294-001-0-532

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

BUDGETARY IMPACT:

$525.00, funds available as of 6/8/2016.

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-294-001-0-532

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

BUDGETARY IMPACT:

$294.00, funds available as of 6/8/2016.

Attachments

Backup

Form Review

Inbox Reviewed By Date

Budget & Management	Veronica Ortiz	06/07/2016 02:44 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Griselda Salazar Started On: 06/01/2016 08:37 AM

Final Approval Date: 06/10/2016

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other: GPS	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) Employee: Constable Pct 4 Employee ID#_____ Signature: [signature]

Department: Constable Pct 4 Dept#: 294

Quantity: 21

Service: $ 75.00 mo (x) 7 months = $525.00 Account: 0-1100-421-00-294-001-0-532

Service: $ 42.00 /mo (x) 7 months = 294.00 Account: 0-1100-421-00-294-001-0-532 ~~615/664~~

Requisition Total: $819.00 **Requisition Number:** 298764

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] Atanacio JR Gaitan 5/24/2016

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: (15) Machine to Machine Account Share 1 MB @ 5.00 ea.
(6) Machine to Machine Account Share 5 MB @ 7.00 ea

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00298764

PO #

Date: 05/16/16

Bill To: x
x

Vendor: 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 EXP 4/27/20 SERVICES FROM JUNE 2016 TO DECEMBER 2016 DO NOT DUPLICATE ORDER		
'.00	MONTH	CO Machine to Machine Account Share 1MB $0.0009765KB $5.00 0313 Line Count: 15 Discounted Monthly Access: $5.00 *Rate Plan and Features Estimated Cost for Term (12 Months)*	75.00	525.00
'.00	MONTH	CO Machine to Machine Account Share 5MB $0.0009765KB $7.00 0313 Line Count: 6 Discounted Monthly Access: $7.00 *Rate Plan and Features Estimated Cost for Term (12 Months)*	42.00	294.00
		Account No	Encumbrance	
		6-1100-421-00-294-001-0-532	819.00	
			Freight	.00
			Total	819.00

Authorized By: _____

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: May 3, 2016

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID 1651175347

DATE 6/3/2016

TERM Annual (12 Months)

PAGE 1 of 2

WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
MACHINE TO MACHINE ACCOUNT SHARE 1MB $0.0009765/KB $5.00 0313	15	$5.00	1 MB	15 MB / Group 1	$1 / MB	$75.00	$900.00
MACHINE TO MACHINE ACCOUNT SHARE 5MB $0.0009765/KB $7.00 0313	6	$7.00	5 MB	30 MB / Group 1	$1 / MB	$42.00	$504.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	21					$117.00	$1,404.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM (Annual (12 Months)) $1,404.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$117.00	$1,404.00
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$1,404.00

2Q16 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID: 1653175347

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 04/01/2015

AI-54948 IT Department 12. B.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 4

Authorization and approval to purchase new wireless devices with service through the County's membership/participation with CONTRACT: DIR-TSO-3415 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	One Time Equipment Cost:	Service Plan:
8	Data Plan	Office Use		4G Mobile Broadband Unlimited @ $37.99/each per month
8	Apple iPad Air-18GB 4G LTE	Office Use	$429.99 each	
8	Screen Protector	Office Use	$12.99 each	
8	Car Charger	Office Use	$19.49 each	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/8/16.
Requisition#299832

Attachments

Quote

Request Form

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2016 08:16 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Griselda Salazar Started On: 06/07/2016 03:55 PM

Final Approval Date: 06/10/2016

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date: May 20, 2016

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID	16520095913
DATE	5/20/2016
TERM	Annual (12 Months)
PAGE	1 of 2

WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data		Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99	8	$37.99		N	Unlimited		$0.00	$303.92	$3,647.04
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	8							$303.92	$3,647.04

MACHINE TO MACHINE	Line Count	Discounted Monthly Access			Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access						Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $3,647.04

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
Apple iPad Air - 16GB 4G LTE	8	$429.99	$3,439.92
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	8		$3,439.92

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
screen protector	8	$19.99	$12.99	$103.92
car charger	8	$29.99	$19.49	$155.92
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
	16			$259.84

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$3,699.76

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$303.92	$3,647.04
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$3,699.76
INVESTMENT TOTAL		$7,346.80

2Q16 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 16520095913

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 05/20/2016

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: n/a Signature: Maria D. Rocio

Department: PCT #4 Dept#: 124

Quantity: 8

Service: $ 37.99 /mo (x) 7 months = 265.93 Account: 6-1201-43400-124-0070532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: 5,837.20 **Requisition Number:** 299832

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Joseph Palacios — Signature | Joseph Palacios — Print Name | 6-7-16 — Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ 37.99 ea/per mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00299832

PO #

Date: 06/02/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: TONIE MORENO
956-383-3112

Contract No: DIR-TSO-3415

Special Instructions:
PCT. 735

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 For: Work Order Program DO NOT DUPLICATE ORDER		
7.00	MONTH	CO 4G MOBILE BROADBAND UNLIMITED @ $37.99/MO/FEES X 8=$303.92	303.92	2,127.44
8.00	EACH	CO APPLE IPAD AIR-18GB 4G LTE	429.99	3,439.92
8.00	EACH	CO SCREEN PROTECTOR	12.99	103.92
8.00	EACH	CO CAR CHARGER	19.49	155.92
		Account No	Encumbrance	
		6-1200-431-00-124-007-0-532	2,127.44	
		6-1200-431-00-124-007-0-610	259.84	
		6-1200-431-00-124-007-0-660	3,439.92	
			Freight	.00
			Total	5,827.20

Authorized By: _____

AI-54931

Elections Administration 13. B.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Resolution in support of the Hidalgo County Elections Department's intent to purchase Hart Intercivic's Verity 2.0 Voting System.

BACKGROUND

Fiscal Impact

Attachments

Resolution

exhibit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/06/2016 10:50 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Amanda Valdez Started On: 06/03/2016 04:42 PM

Final Approval Date: 06/10/2016

RESOLUTION IN SUPPORT OF THE HIDALGO COUNTY ELECTIONS DEPARTMENT'S INTENT TO PURCHASE THE HART INTERCIVIC VERITY VOTING SYSTEM

WHEREAS, in an effort to achieve the ongoing goal of meeting the voting needs of the residents of Hidalgo County, the Hidalgo County Elections Department has determined the purchase of a new electronic voting system necessary; and

WHEREAS, Hidalgo County, Community members, election poll location workers, the County Chairs of the Democratic and Republican Parties, Precinct Chairs, and the Media, have all been given an opportunity to evaluate and comment on the types of voting equipment available for purchase; and

WHEREAS, On April 12, 2016 the Hidalgo County Elections Commission Board voted to support the recommendation of the Hidalgo County Elections Department's selection of HART InterCivic Verity system and equipment as referenced on Quote 00001409; and

WHEREAS, it is the intent of the Hidalgo County Elections Department to commit to purchase the HART InterCivic Verity voting system; and

WHEREAS, the commitment to purchase the voting equipment may take place no later than June 28, 2016, the purchase shall be contingent on the terms required by Hidalgo County and the Hidalgo County Elections Department that are set out below;

NOW, THEREFORE BE IT RESOLVED, that HART, working with the Hidalgo County Purchasing Department, Office of Budget and Management and the Hidalgo County Auditors Department, shall meet the terms of the resolution according to all Hidalgo County policies as follows:

1) HART must obtain the required certifications from the Texas Secretary of State and the U.S. Elections Assistance Commission; and

2) HART must agree to supply the voting equipment at the time of purchase, be available for any subsequent requests and provide all supportive materials needed to run an election; and

3) HART agrees to provide all technical and service support to the Hidalgo County Elections Department, and

4) HART agrees to accept as a trade-in Hidalgo County Elections Department's current voting equipment with the intent of reducing the final cost and take the necessary steps to properly dispose of the equipment, as well as provide a certification of disposal; and

5) HART agrees to honor the discounted price as referenced on Quote 00001409 contingent upon both parties (Hidalgo County Elections Department and HART) meeting said requirements; and

6) the Hidalgo County Elections Department requests HART's personal representation, in the case it should be needed;

By approval of this Resolution the County of Hidalgo, Texas, Commissioners Court hereby supports the Hidalgo County Elections Department's intent to purchase the Hart InterCivic Verity voting system contingent upon meeting the requirements set forth by Hidalgo County and the Hidalgo County Elections Department.

Dated this 14th day of June 2016.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

13B

VERITY™

The Future of Elections™

HART intercivic™

Felice Liston
Director of Sales

Corporate Office
15500 Wells Port Drive
Austin, TX 78728

512.252.6406 • fliston@hartic.com

Fax 512.252.692
Mobile 512.589.998
www.hartintercivic.com

HART intercivic™

The Verity Election Management Lifecycle

Verity sets a new standard in election technology, delivering unique benefits at each stage:

Faster, more intuitive ballot definition and production that saves time and reduces cost

An advanced software platform to streamline end-to-end election management tasks

Flexible election applications to complement certified voting systems

Compact, portable, lightest weight hardware means easy equipment storage, transportation, set-up, and use

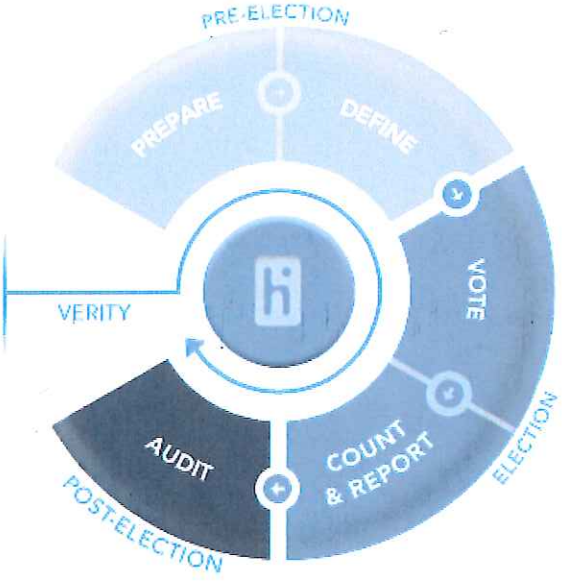
Intuitive plain-language ballots result in a more efficient voting process and shorter lines

Up-to to-date adjudication technology results in streamlined ballot resolution

Speedy tabulation software supports fast reporting of results on Election Night, while user friendly dashboards display real-time progress toward completion

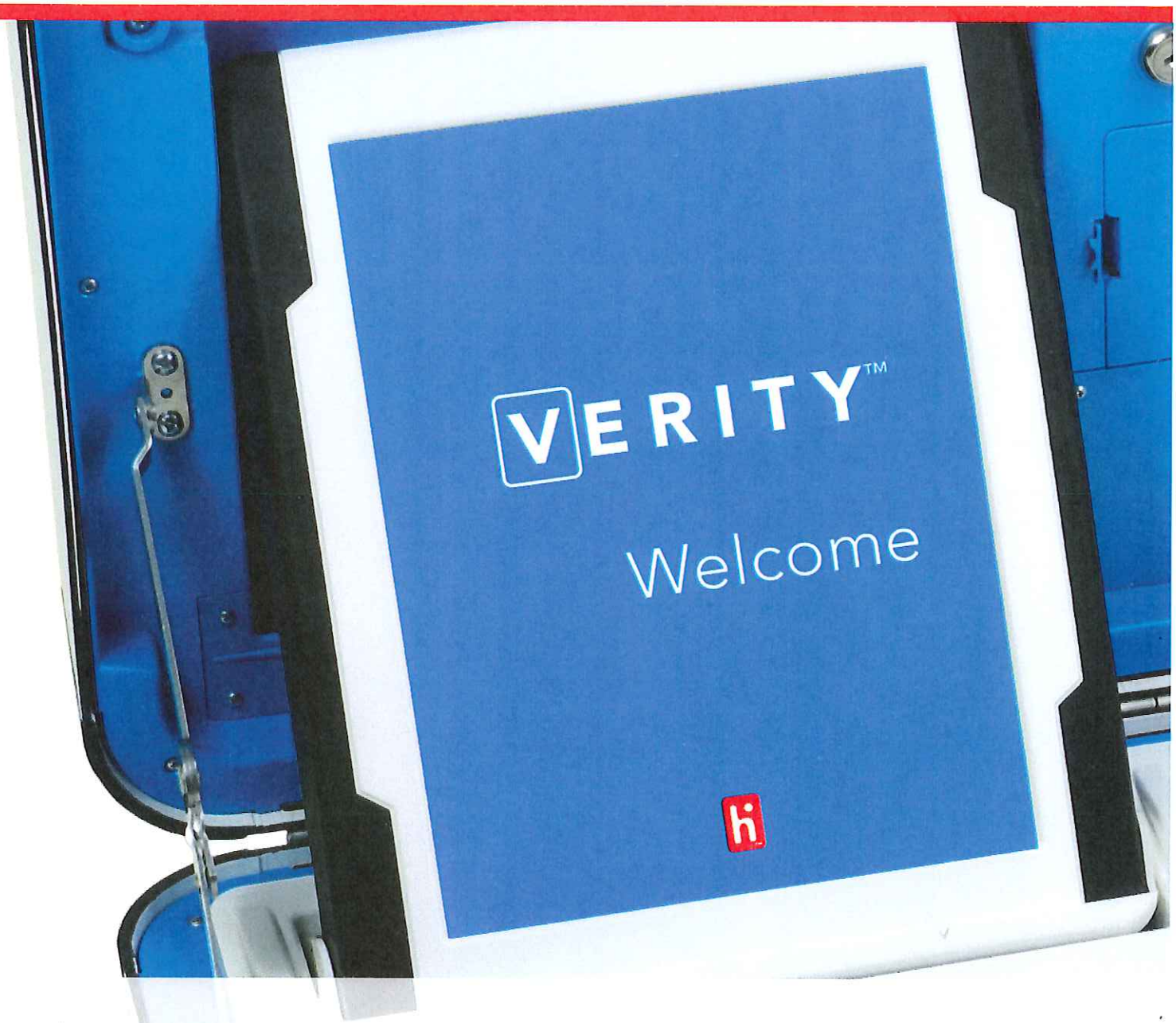
Plain-language audit reporting provides transparency into all election operations and results

Verity integrates solution-oriented voting technology at every stage of the election cycle.



Verity is the future of elections.

Verity is Hart's brand-new family of election technology. It's the only fully integrated solution designed to exceed the requirements of modern elections.



Verity uses advanced technology to boldly integrate usability, adaptability, and transparency.

What makes Verity the world's most advanced family of election technology?

It's the attention to detail.

The innovation.

The complete election experience.

Verity is uniquely designed to exceed the expectations of the people who will use it, both voters and election officials. Verity showcases new productivity, security, and adaptable device management features.

Every detail of the Verity family of software and hardware ensures long-term performance and reliability – at every stage of the election process – making Verity a smart investment for the future.

Verity instills the utmost confidence that each vote is captured securely and counted accurately, while also ensuring equality of access and privacy for all.

Verity supports any kind of election: precinct paper ballot voting with accessible ballot marking device options; all electronic DRE for vote centers; by-mail; central scanning, and more. Designed to be flexible as your needs change, Verity is the only system on the market using paper-based and electronic voting options on a common 'convertible' hardware platform that lowers overall total cost of ownership.

Scan
digital ballot scanning

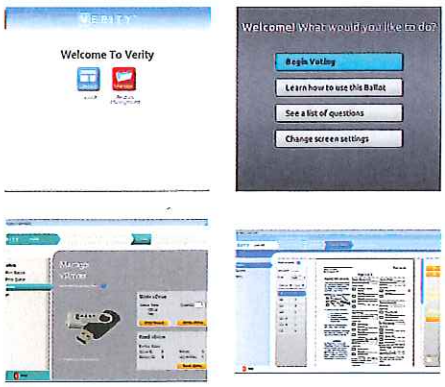
Universal Platform, Many Devices
adaptable design protects your investment

Touch
touch-screen DRE

Touch Writer with Access
accessible ballot marking device

Print
on-demand ballot printing

Central
high-speed digital ballot scanning



Election management software

Verity makes election administration and voting easier by providing user-friendly tools that reduce complexity, and streamline productivity.

Collapsible ballot box folds to 5" thin for light, easy portability and storage

Lightweight hardware is easy to store, transport, set-up, and operate

VERITY™

The Future of Elections

Usable | Adaptable | Transparent

HART intercivic™

Advancing Democracy

800.223.4278

Hart InterCivic is a full service election solutions innovator, partnering with state and local governments to deliver the most secure, accurate and reliable elections.

www.hartintercivic.com

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V10805'14

Verity Touch

Electronic Voting

the **only**
all-new DRE

truly paperless with centralized management

Designed for: Early Voting | Election Day | Vote Centers | Central Election Offices

HART intercivic™

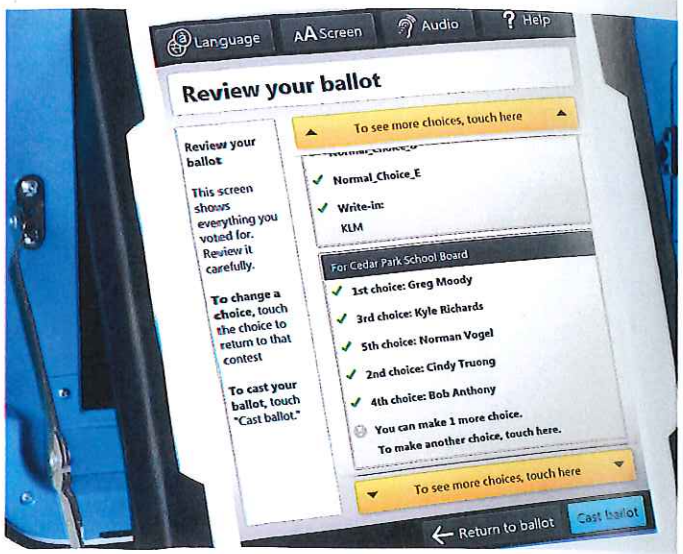
Easy. Versatile. Trustworthy.

Voters

Simple
Marking accurate choices is quick and easy with intuitive navigation and plain-language instructions.

Accessible independence for all voters
ADA accessibility with optional Verity Access audio tactile interface (ATI) — minimum buttons and maximum tactile feedback. Voter-adjusted audio and contrast settings, adaptive device compatibility, Braille, curbside voting and much more.

Flexible settings for voter ease
The voter can change the language, text size and screen contrast at any time during the voting process.



Election Managers

Centralized management — fast and easy
With Hart's patented daisy-chain configuration, you can connect up to 12 Verity Touch units. Then with Verity Controller, you manage all from a central console. Set up and open polls in minutes. Close polls on all devices at once. Report totals in just one step. Print results fast at the polling place. Monitor the status of every unit.

Streamlined workflows with a truly paperless system
Even provisional ballots are electronic – no separate ballots to manage.

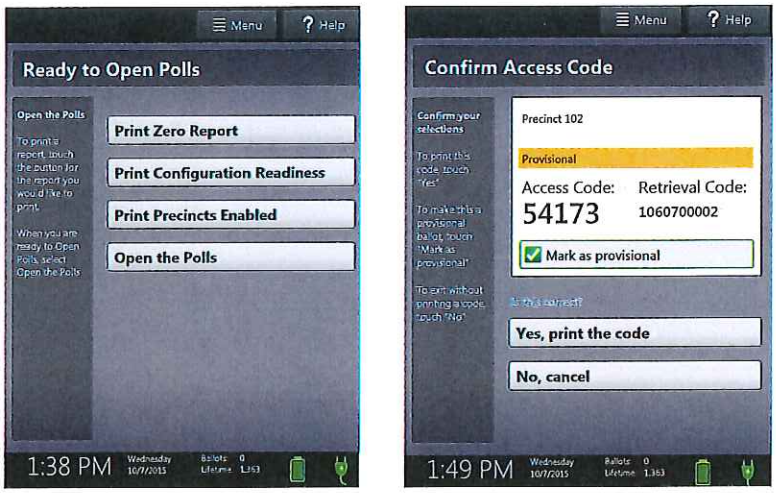
Redundant storage for data integrity
Cast votes are stored in three physically separate locations.

Poll Workers

Simple transport and setup
Compact and lightweight, Verity Touch travels easily in ordinary vehicles and is straightforward to set up at the polling place.

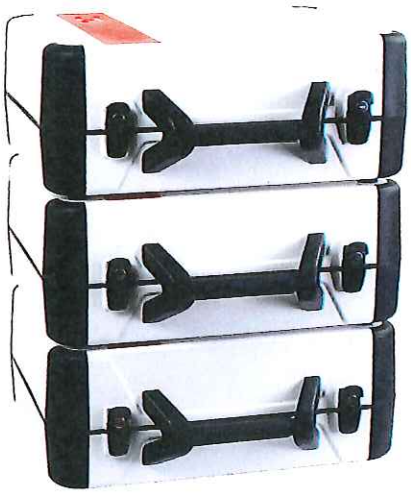
Easy to learn and use
Simple, plain-language onscreen instructions and a consistent Verity Voting interface – learn on one device; you easily learn the rest.

Automated ballot style assignment
Automatically access the correct ballot from the electronic poll book, using Verity's optional AutoBallot barcode scanner.



Only Verity uses AIGA Design for Democracy templates; its plain language interface is the easiest to use.

Warehouse Staff



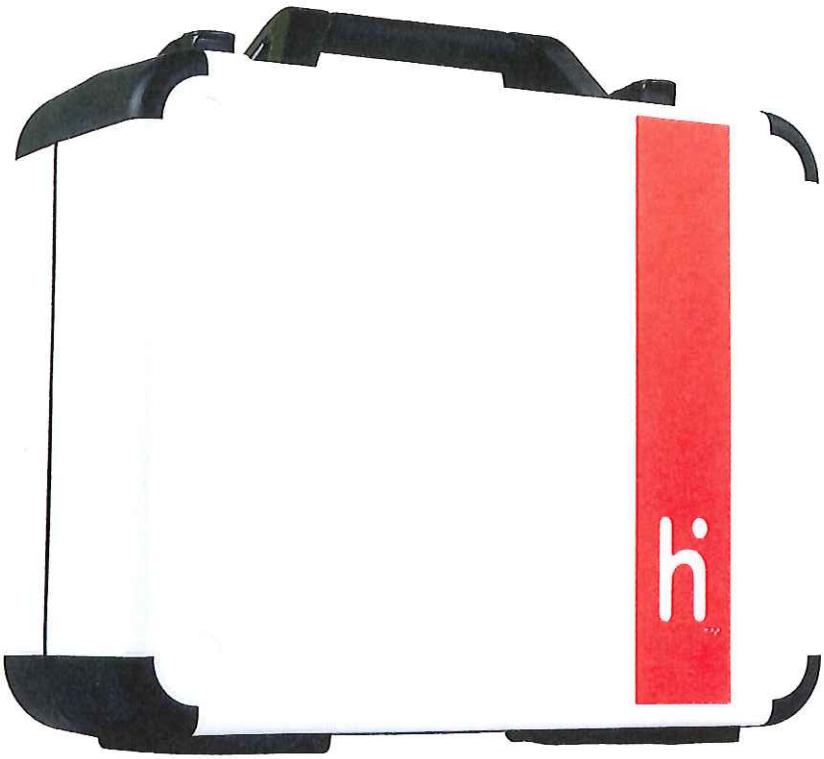
Reduces storage space requirements
Compact, stackable units that save space in the warehouse.

Fast configuration
With Verity Touch, there's no need to configure individual units – just one Verity Controller for each polling place.

Easy delivery
A small footprint means Verity Touch requires minimal manpower and muscle to deliver.

The ONLY all-new DRE

Built on the best features of Hart's acclaimed eSlate® – and 10+ years smarter – Verity Touch is the only all-new true DRE on the market.



VERITY®

The Future of Elections

Hart InterCivic is a full service election solutions innovator, partnering with state and local governments to deliver the most secure, accurate and reliable elections.

©2016 Hart InterCivic, Inc. Hart InterCivic and Verity are registered trademarks of Hart InterCivic. All rights reserved.

Versatile for long-term value

Verity Touch easily manages hundreds of ballot styles, so you can use it in a variety of voting scenarios. And if your needs change, Verity Touch is right there with you.

Lower total cost of ownership

Compact size saves storage space and reduces transportation costs. Easy setup at the polling place means lower staffing costs. And Verity Touch requires very little maintenance.

Lifecycle longevity

Verity Touch promises many, many years of cost-effective service.

This brochure contains marketing information that describes the functional capabilities of Verity products, and is not intended to represent specific implementations for your locale. State- and/or jurisdiction-specific requirements may affect how the products are permitted to be implemented and used.

AI-54970 WIC 14. A.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Requesting Ratification for Form A: 2017 Renewal Application Special Supplemental Nutrition Program for the Women, Infant and Children (WIC).

BACKGROUND

The WIC Form A: FY17 Renewal Application Form was due on June 1, 2016. The Form A is part of the organizations contractual agreement with DSHS.
However, the Contract Manager had the wrong email address for Clarissa Ramirez, new WIC Director. She never received the email.
Ms. Deborah Fischer from the Auditors received the email from State on June 7, 2016 and forwarded it to Ms. Ramirez. Ms. Ramirez, submitted the application on June 7, 2016

FY17 - WIC Application

Fiscal Impact

FISCAL YEAR:	2017	ACCT. #:	6.1292.441.00.350.001.7.xxx
FUNDS AVAILABLE Y/N?:		MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

No County Match:

Attachments

Form A Renewal Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/09/2016 08:29 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Margarita Gonzalez Started On: 06/08/2016 03:05 PM

Final Approval Date: 06/10/2016

Texas Department of State Health Services (DSHS)

FORM A: Renewal Application

Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

This form is part of the organization's contractual agreement with DSHS and must be completed in its entirety.
The organization is responsible for notifying DSHS of any changes within the fiscal year of the information documented on this form.

ORGANIZATION INFORMATION

1) LEGAL BUSINESS NAME (no abbreviations): Hidalgo County Health and Human Services WIC Program

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):
3105 W. University Drive
Edinburg, Texas 78539

3) PAYEE Name and Mailing Address (where payment is to be received if different from above):
Norma Garcia, Hidalgo County Treasurer
2801 S. Business 281
Edinburg, Texas 78539-6243

4a) DUNS Number (9-digit): 10-311-0834

b) CCR number (optional/please provide if available):

5) Federal Tax ID No. (9 digit) or State of Texas Comptroller Vendor ID No. (14 digit): 74-6000717

6a) TYPE OF ENTITY (check all that apply by double-clicking on the box provided):

☐ City	☐ Nonprofit Organization*	☐ Faith Based (Nonprofit Org)
☒ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers
☐ State Agency	☐ HUB certified	☐ State Controlled Institution of Higher Learning
☐ Other Political Subdivision	☐ Community Based Organization	☐ Hospital
☐ Indian Tribe	☐ Minority Organization	☐ Other (specify):

6b) *If a Non-Profit or For-Profit Corporation, provide the charter/file number assigned by the Texas Secretary of State:* _____

7) CONTRACT/BUDGET PERIOD: Start Date: October 1, 2016 End Date: September 30, 2017

8) COUNTIES SERVED BY PROGRAM (counties assigned by the WIC program)
Hidalgo and Starr Counties

9) PROGRAM DIRECTOR (WIC Director)

Name:	Clarissa Ramirez
Title:	WIC Director
Phone:	(956)381-4646 ext. 4041
Fax:	(956)380-4056
Email:	clarissa.ramirez@wic.co.hidalgo.tx.us
Mailing Address:	3105 W. University Drive, Edinburg, Texas 78539

10) PROGRAM ACCOUNTANT(S) Add additional names if more than 1 accountant is processing WIC vouchers

Name:	Margarita Gonzalez	Name:	Deborah Fischer
Title:	Grant Accountant	Title:	Grant Accountant Supervisor
Phone:	(956)381-4646 ext. 4042	Phone:	(956)381-2511 ext.4670
Fax:	(956)380-4056	Fax:	(956)381-2577
Email:	mague.gonzalez@wic.co.hidalgo.tx.us	Email:	deborah.fischer@auditor.co.hidalgo.tx.us

11) CHIEF FINANCIAL OFFICER(CFO)

Name:	Raymundo Eufracio, CPA
Title:	Hidalgo County Auditor
Phone:	(956)318-2511 ext. 4604
Email:	ray.eufracio@auditor.co.hidalgo.tx.us
Mailing Address:	2808 S. Business 281, Edinburg, Texas 78539-6243

12) AUTHORIZED REPRESENTATIVE

Name:	Ramon Garcia
Title:	Hidalgo County Judge
Phone:	(956)381-2600
Email:	ramon.garcia@co.hidalgo.tx.us
Overnight Mail Address:	100 E. Cano St. 2nd Floor, Edinburg, Texas 78539

13) Person Completing Form: Margarita Gonzalez 14) Date Completed: 6/7/16

WIC FORM A: RENEWAL APPLICATION INSTRUCTIONS

- The Form A is requesting basic information about the WIC organization and contact information for the upcoming contract year.
- The Form A is part of the organization's contractual agreement with DSHS and must be completed *in its entirety* and returned to DSHS by the date designated.
- The organization is responsible for notifying DSHS ***throughout*** ***the contract term*** of any changes to the information submitted on this form.
- This form must be completed in the format given and returned electronically as a WORD document (attached to an email) to the DSHS WIC contract manager at cmb@dshs.state.tx.us. Handwritten, typed hardcopy, or scanned (includes PDF) forms cannot be accepted.
- Contact the WIC contract manager at cynthia.wright@dshs.state.tx.us with questions concerning the completion and submission of this form.

1) LEGAL BUSINESS NAME - Enter the legal name of the organization. If you are unsure of the legal name, contact your organization's legal department.

2) MAILING ADDRESS INFORMATION - Enter the organization's complete mailing address, city, county, state, and zip code.

3) PAYEE NAME AND MAILING ADDRESS - Enter the PAYEE name and mailing address if different from the mailing address. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4a) DUNS Number – a unique 9-character number that identifies the physical location of your organization. It is a tool of the federal government to track how federal money is distributed. If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge. http://fedgov.dnb.com/webform

b) Central Contractor Registration database (CCR) – This is a federally run database that collects, validates, and disseminates information about the organizations that receive contracts and grants from the federal government. CRR is a 4 digit number which is not required to be obtained by DSHS at this time. If you organization has a CCR number, please document in the space provided.

5) FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digits).

6a) TYPE OF ENTITY - Check the type of entity that represents your organization. You may reference the Secretary of State webpage for business structure definitions at http://www.sos.state.tx.us/corp/businessstructure.shtml and http://www.sos.state.tx.us/corp/nonprofit_org.shtml.

b) Organization Charter/File Number: This number is assigned to a Non-Profit or For-Profit Organization by the Texas Secretary of State (SOC). This number can vary in digits depending of the year that the organization filed for a certificate of formation with the SOC.

7) CONTRACT/BUDGET PERIOD – *If blank*, enter the contract period for which this information applies.

8) COUNTIES SERVED BY PROGRAM - Enter all of the counties the organization will serve by the WIC program.
*Note that any additions and/or changes to the list of counties that have been previously submitted to DSHS must have written approval from the WIC program.
*If an agency ceases to provide services in a county listed on this form after the contract is executed, it may affect the WIC funding formula and necessitate a contract amendment. Contact the WIC contract manager for any questions.

9) PROGRAM CONTACT PERSON - Enter the name, phone, fax, email and mailing addresses of the main person responsible/main contact for this organization's WIC program. If there any changes to any of this information, need to notify DSHS Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us and the WIC program at WICClinics@dshs.state.tx.us.

10) PROGRAM ACCOUNTANT(S) – Enter name, phone number, fax and email address of all of the staff responsible to process and submit your organization's WIC local agency billings. If there is additional staff responsible for processing WIC billing, add additional lines on this form to document the names, phone numbers, fax and email addresses of other staff.
** If the WIC director is the only person that processes WIC billings, then insert the WIC director's name for #10.

11) CHIEF FINANCIAL OFFICER (CFO) - Enter the name, title, mailing address, phone, fax, and email address for the person who is responsible for the financial aspects *of this organization*. If there any changes to any of this information, need to notify DSHS Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us and the WIC program at WICClinics@dshs.state.tx.us.

12) AUTHORIZED REPRESENTATIVE - Enter the name, title, overnight mailing address, phone, fax, and email address for the person authorized to represent of this organization. This person is designated by your organization to sign contracts and amendments. If there any changes to any of this information, need to notify DSHS Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us and the WIC program at WICClinics@dshs.state.tx.us.

13) PERSON COMPLETING FORM – document name of person who completed this form.

14) DATE COMPLETED- document the date this form was completed. If any updates are submitted, this date needs to be updated also.

AI-55025 Precinct #1 15. A.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1 Submitted By: Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Consideration and approval of Resolution honoring the Weslaco High Girls Softball Team

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:36 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Mari Gutierrez Started On: 06/10/2016 03:28 PM

Final Approval Date: 06/10/2016

RESOLUTION IN HONOR OF WESLACO HIGH SCHOOL
LADY PANTHERS VARSITY SOFTBALL TEAM

WHEREAS, the Weslaco High School Lady Panthers Varsity Softball Team reached the UIL State Semi-Finals after winning five consecutive series in the 2016 State UIL Playoffs; and

WHEREAS, composed of five coaches and 16 players, the Varsity Softball Team went on to win a total of 20 games this season. The semifinal competition marked a historical achievement for the Weslaco High School Softball Team as they become the first team in school history to reach the final four; and

WHEREAS, the team is comprised of freshmen, sophomores and juniors Sydney Zepeda, Mikella Trevino, Audrey Escamilla, Alyssa Escamilla, Helen Gonzalez, Ariel Amador, Jenny Guillen, Ashley Sada, Gabriela Rivera, Charlene De Anda, Madelyn Ybarra, Taylor Tafolla, Amaya Salinas, Laurynn De Anda, Amberly Barrera, and Iliana Trujillo; and

WHEREAS, Head Coach Mario Rodriguez; Assistant Coaches, Melissa Banda, Craig Johnson, Barbara Salinas and Tomas Perez; Team Managers Alfonso Cerda and Stacey Perez; Athletic Coordinator Eddie Serna; and Athletic Director Oscar Riojas spent countless hours mentoring and training the team in preparation for the journey through this year's victorious softball season; and

WHEREAS, these young athletes have displayed incredible discipline, determination and success; bringing great pride to their families, school, city, Hidalgo County, and the sport of softball; and

WHEREAS, as the Lady Panthers finished in the top three in District 31-6A , they went on to become Bi-District Champions, Area Champions, Regional Quarter Finals Champions, Regional Quarter Semi-Finals Champions, Regional Champions, and finished the season as Division 6A Region IV State Semi-finalists.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors the Weslaco High School Lady Panthers for their teamwork, dedication and sportsmanship and congratulates them on their victorious season.

Dated this 14th day of June 2016.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR., County Clerk

AI-55010

Budget and Management 16.
A.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of cost of issuance budget for Certificates of Obligation, Series 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact - Issuance Cost to be paid from Bond Proceeds

Attachments

COI Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 01:36 PM
Merlen P. Munoz	Merlen P. Munoz	06/10/2016 04:23 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Sergio Cruz Started On: 06/10/2016 11:03 AM
Final Approval Date: 06/10/2016

HIDALGO COUNTY

Series 2016 CO Transaction 5/31/2016

Budget

	CERTIFICATES OF OBLIGATION, SERIES 2016		
	Par Amount:	**$34,315,000**	
	Premium:	**$6,059,312**	
	Bond Proceeds:	**$40,374,312**	
	Dated Date:	**7/12/2016**	
	Delivery Date:	**7/12/2016**	
Expense Item	**Estimate**	**Actual**	**Difference**
Printing:			
Preparation of OS/POS	6,500.00		
Printing of OS/POS	3,500.00		
Legal:			
Bond Counsel Fee	**42,736.25**		
Attorney General / IRS 8038-G	9,500.00		
Bond Counsel Expenses	**500.00**		
Paying Agent Fee	**750.00**		
Escrow Agent Fee			
Bond Call Fee			
Verification Agent Fee			
Rating Agencies:			
Moody's	26,000.00		
Standard & Poor's	23,275.00		
Fitch	-		
Travel - Other	5,000.00		
Auditor			
Computer / Structuring Fee	**20,000.00**		
Postage and Federal Express	2,500.00		
Miscellaneous / Rounding	**5,000.00**		
Subtotal	$ 145,261.25	$ -	$ -
FA Fee	71,205.60	$ -	
Multiplier	1.2		
FA Total	$ 85,446.72	$ 85,446.72	
Grand Total	$ 230,707.97	**$ 85,446.72**	

Updated 6/1/2016, 2:24 PM

AI-54987

Budget and Management 16. B.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consider and approve an order authorizing the issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2016; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

Order

backup

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/10/2016 08:13 AM
Budget & Management	Veronica Ortiz	06/10/2016 10:29 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Merlen P. Munoz Started On: 06/09/2016 01:56 PM

Final Approval Date: 06/10/2016

ORDER AUTHORIZING ISSUANCE, SALE AND DELIVERY HIDALGO COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016; PAYABLE FROM THE LEVY OF A DIRECT AND CONTINUING ANNUAL AD VALOREM TAX WITHIN THE LIMITS PRESCRIBED BY LAW AND A LIMITED PLEDGE (NEVER TO EXCEED $1000) FROM THE SURPLUS NET REVENUES FROM THE OPERATION OF THE COUNTY'S PARKS AS AUTHORIZED PURSUANT TO CHAPTER 320, LOCAL GOVERNMENT CODE; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AUTHORIZING THE USE OF AN OFFICIAL STATEMENT TO BE USED IN CONNECTION WITH THE SALE OF THE CERTIFICATES; AND MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the County of Hidalgo, Texas (the "County") is authorized by the Certificate of Obligation Act of 1971, as amended, Chapter 271, Subchapter C of the Texas Local Government Code, as amended (the "Act"), to issue certificates of obligation (the "Certificates") to pay contractual obligations to be incurred by the County for certain public purposes and for cost of issuance of Certificates;

WHEREAS, the Commissioners Court (the "Commissioners Court") of Hidalgo County, Texas (the "County"), has determined that the Certificates should be issued to pay for the Project, as defined below, and to pay for the cost of issuance of such Certificates;

WHEREAS, pursuant to the said provisions of the Act, the Commissioners Court of the County authorized, and the County published notice of its intention to issue the Certificates authorized herein once a week for two consecutive weeks in a newspaper, as defined by the Texas Gov't. Code §2051.041 et seq., that is of general circulation in the County, with the first publication of such notice occurring before the 30th day before the date hereof;

WHEREAS, as of the date hereof, neither the County Clerk nor any other official of the County has received a petition signed by at least five percent of the qualified voters of the County protesting the issuance of the Certificates authorized herein;

WHEREAS, the Commissioners Court is of the opinion and has determined that it is in the best interest of the County to issue the Certificates payable from an ad valorem tax levied, within the limits prescribed by law, on taxable property located within the County and a limited pledge (never to exceed $1000) from the Surplus Net Revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; and

WHEREAS, the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court, as set out under the provisions of Section 81.006, Local Government Code; and

WHEREAS, it is hereby officially found and determined that public notice of the time, place and purpose of the meeting at which this Order was approved was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

1. Definitions. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates. As used herein, the following terms and expressions shall have the meanings specified unless the context clearly indicates otherwise:

"Act" means Chapter 271, as amended, Local Government Code.

"Attorney General" shall mean Attorney General of Texas.

"Business Day" shall mean any day which is not a Saturday, Sunday, legal holiday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Certificates" shall mean any or all of the Hidalgo County, Texas Certificates of Obligation, Series 2016, authorized by this Order.

"Closing Date" means the date of the initial delivery for and payment of the Certificates.

"Code" shall mean the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the Closing Date.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Computation Date" shall mean each date on which the rebate amount for an issue is computed under §148-3(e) of the Regulations.

"County" shall mean the County of Hidalgo, Texas and, where appropriate, the Commissioners Court.

"Debt Service Fund" shall mean the debt service fund established by the County pursuant to Section

18(a) of this Order.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Certificates credited to an account maintained on its behalf by DTC.

"Fiscal Year" shall mean the County's then designated fiscal year which shall be the twelve-month period beginning on January 1 of one year and ending on December 31 of the following year or such other period of twelve months as may be approved by Commissioners Court.

"Gross Proceeds" shall mean any proceeds and replacement proceeds (as defined in the Internal Revenue Code of 1986, and the Regulations adopted thereunder) of the issue of obligations authorized under the Order.

"Initial Certificate" means the initial certificate authorized by Section 5 of this Order.

"Interest Payment Date" when used in connection with any Certificate, shall mean February 15 and August 15 of each year, commencing February 15, 2017 and continuing thereafter until maturity.

"Investment" shall mean any investment property as defined in section 148(b)(2) and 148(b)(3) of the Code.

"Issue Date" shall mean the date on which the Certificates are delivered to and paid for by the purchaser of the Certificates.

"Issuer" shall mean the County of Hidalgo, Texas.

"MSRB" means the Municipal Securities Rulemaking Board.

"Nonpurpose Investment" shall mean any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Order" shall mean this Order and all amendments hereof and supplements hereto.

"Outstanding" when used with reference to the Certificates means, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Order except: (a) any Certificate canceled by or on behalf of the County at or before such date; (b) any Certificate defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Certificate in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Order.

"Owner" or "Holder" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

"Project" shall mean the acquisition of rights of way to be used for construction and improvements of County road systems (including installing traffic signaling, drainage improvements and professional services); the design and construction of County drainage systems and road systems, to include purchases of road paving materials and supplies; the acquisition of land be used for parks and park improvements, including but not limited to, regional linear parks, and the purchase of parks equipment; the purchase of mechanized heavy equipment/machinery for authorized needs and purposes (Roads, Drainage, Parks, and Sanitation Departments); the re-construction and renovation of Palmer Pavilion and related improvements; the purchase of motor vehicles, including Sheriff's Department equipment; purchase of voting machines and related expenses; design and construction of County mechanic shop and related professional services; professional services related to the planning, design and construction of a new County Courthouse; the purchase of a building for ancillary judicial and administrative offices and parking lot and improvements thereon; the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents related to any of the foregoing projects; and payment of costs of issuance of the Certificates.

"Project Fund" means the fund established by Section 20(d) of this Order.

"Rebate Amount" shall have the meaning set forth in Section 1.148-l (b) of the Regulations.

"Record Date" shall mean the close of business on the last business day of the month next preceding each Interest Payment Date.

"Register" shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

"Registered Owner or Owners" shall mean the person or entity in whose name any Certificate is registered in the Register.

"Regulations" shall mean any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final income tax regulation designed to supplement, amend or replace the specific Regulation referenced.

"Rule" shall mean SEC Rule 15c2-12, as amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Surplus Net Revenues" shall mean gross revenues from the operation of those properties and facilities of the County's parks, after the deduction of the necessary and reasonable expenses of the operation and maintenance of the properties and facilities and after the deduction of the net revenues pledged to the payment of any prior lien bonds never to exceed $1000.

"Yield" shall mean any yield computed under Section 1.148-5 of the Regulations for any Investment, and yield computed under Section 1.148-4 of the Regulations for any Issue.

2. Findings. The County hereby finds and determines that the recitations contained in the preamble hereto are true and correct.

3. Authorization; Consideration. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of Sections 271.041 through 271.063, Texas Local Government Code, as amended, in the total authorized aggregate principal amount of Thirty Four Million Three Hundred Fifteen Thousand Dollars ($34,315,000) for the purpose of paying contractual obligations to be incurred by the County for the Project and to pay for the cost of issuance of such Certificates.

4. Designation, Date and Interest Payment Dates. The Certificates shall be designated as the "Hidalgo County, Texas Certificates of Obligation, Series 2016A," and shall be dated June 1, 2016 (the "Dated Date"). The Certificates shall bear interest at the rate set forth in Section 5 of this Order, from the later of the date of delivery or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on February 15 and August 15 of each year, commencing February 15, 2017. If the date for the payment of the principal of or interest on the Certificates shall be on a date other than a Business Day, then the date for such payment shall be the next succeeding Business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

5. Initial Certificate(s); Numbers, Denominations.

(a) The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount authorized, with principal installments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate fully registered Certificates for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the Initial Certificate(s)), and, in either case, the Initial Certificate(s) shall be registered in the name of the purchaser(s) (the "Purchaser(s)"). The Initial Certificate(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the Paying Agent/Registrar. Any time after the delivery of the Initial Certificates, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee(s) thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Purchasers named at the address identified

therefor; all pursuant to and in accordance with such written instructions from the County, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

MATURITY SCHEDULE
$34,315,000

YEAR OF MATURITY (August 15)	PRINCIPAL AMOUNT	INTEREST RATE
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

6. Optional Redemption Prior to Maturity. The Certificates are subject to redemption prior to maturity as follows:

(a) The County reserves the right, at its option, to redeem the Certificates having stated maturities on and after August 15, 2027 prior to maturity, in whole or in part, in such manner as the County may select, on August 15, 2026, and on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the County.

(b) Certificates may be redeemed only in integral multiples of $5,000 of principal amount. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificates may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, the Registrar shall treat each Certificate as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such

Certificate by $5,000. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with the provisions of this Order, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Not less than thirty (30) days prior to the redemption date for the Certificates, notice of such redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the County to each Owner of a Certificate to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding are to be redeemed, the numbers of Certificates or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part, notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called redemption shall terminate on the date fixed for redemption.

7. Mandatory Redemption. The Certificates maturing in the year(s) _____ (the "Term Certificates"), are also subject to mandatory redemption in part prior to maturity on August 15, in the years shown below at 100% of the principal amount thereof plus accrued interest to the date of redemption from payments into the Interest and Sinking Fund which are required to be made in amounts sufficient to redeem on August 15 of each year the principal amount of such Term Certificates as follows:

Term Certificate
Stated to Mature
on August 15, 20__

Year	Principal Amount

Maturity

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the County, by the principal amount of such Term Certificates which, prior to the date of the mailing of notice of such mandatory redemption, (1) shall have been acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County, or (3) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not therefore credited against a mandatory redemption requirement.

8. Execution of Certificates; Seal. The Certificates shall be signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of such officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the County had been manually impressed upon each of the Certificates. If any officer of the County whose manual or facsimile signature shall appear on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

9. Initial Certificate(s); Approval by Attorney General; Registration by Comptroller. The Initial Certificate(s) shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The County Judge and the County Clerk are authorized hereby to have control and custody of the Initial Certificate(s) and all necessary records and proceedings pertaining thereto pending their delivery. The County Judge and the County Clerk and other officers and employees of the County are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Initial Certificate(s) and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Certificate(s) by the Comptroller. Upon registration of the Certificate(s), the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller), shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 17 of this Order, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. Such certificate shall be affixed or attached to the Initial Certificate(s).

10. Authentication and Definitive Certificates. Except for the Initial Certificate(s), which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Section 17 of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Registrar hereunder.

On the Issue Date, the Initial Certificate(s) representing the entire principal amount of all Certificates, payable in stated installments to the initial purchaser(s), or its designee(s), signed by the County Judge and countersigned by the County Clerk in their manual, lithographed or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser(s) or its designee(s). Upon payment for the Initial Certificate(s), the Paying Agent/Registrar shall cancel the Initial Certificate(s) and deliver registered Definitive Certificates in accordance with Section 17 of this Order.

11. Paying Agent/Registrar (a) Appointment. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is hereto attached as Exhibit "A". The County Judge and County Clerk are hereby authorized to execute, attest and affix the County seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fee pursuant to the terms of

the agreement between the Paying Agent/Registrar and the County and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order.

(b) Deposits Are Trust Funds; Presentation of Certificates. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the County, shall be the property of the County and shall be disbursed in accordance with this Order. All matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the County. Such Certificates shall be canceled as provided herein. The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

12. Successor Paying Agent/Registrar. The County covenants that at all times while any Certificates are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The County reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding Principal or Interest Payment Date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/ Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

13. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Certificate as of the close of business on the last business day next preceding the date of mailing of such notice.

14. Ownership; Unclaimed Principal and Interest. The County, the Paying Agent/Registrar and any other person, may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal of and interest on such Certificate and for all purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended. To the extent such provisions do not apply to the funds, such funds shall be paid by the

Paying Agent/Registrar to the County upon receipt by the Paying Agent/Registrar of a written request therefor. The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

15. Registration, Transfer and Exchange. As long as any Certificates remain Outstanding, the Paying Agent/Registrar shall keep the Register at its trust office or its agent's offices located in McAllen, Texas and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Order.

Each Certificate shall be transferable only upon presentation and surrender thereof at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The County or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

16. Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/ Registrar may require the Registered Owner of a damaged or mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and the fees and expenses of the Paying Agent/Registrar and the County for issuance of a replacement certificate.

If any Certificate is lost, apparently destroyed or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and orders of the County, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

(a) furnish to the County and the Paying Agent/Registrar satisfactory evidence of the ownership, and the circumstances of the loss, destruction or theft, of such Certificate;

(b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the County to save and hold them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the County and the Paying Agent/Registrar.

In accordance with Sections 1206.021 through 1206.023 of the Texas Government Code, as amended, this Section shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 14 of this Order for Certificates issued in conversion and exchange for other Certificates.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate. Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

17. Cancellation of Certificates. All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Certificates.

18. Form of Certificates. The Initial Certificate or Certificates submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced, and if initially issued as a single fully registered Certificate, it shall be in the form attached hereto as Exhibit "B".

The form of the Certificates, including the form of the Registrar's Authentication Certificate, the form of Assignment, CUSIP numbers, Insurance Legend and form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Certificates initially issued, shall be respectively, substantially as follows, with such additions,

deletions and variations as may be necessary or desirable, and not prohibited by this Order.

FORM OF FACE OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO

REGISTERED NUMBER R-	REGISTERED PRINCIPAL AMOUNT $

HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2016

INTEREST RATE:	DATED DATE:	MATURITY DATE:	CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE COUNTY OF HIDALGO, TEXAS (the "County"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Certificate at the trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or its successor (the "Paying Agent/Registrar"), the Principal Amount identified above (or so much thereof as shall not have been paid) payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable on February 15, 2017 and each February 15 and August 15 thereafter until maturity of this Certificate by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the month next preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Certificate at the trust office of the Paying Agent/Registrar.

IF THE DATE for any payment due on the Certificate shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the County where the trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, a day on which banking institutions are authorized to close, or a day on which the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

IF INTEREST on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar

shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Certificate as of the close of business on the last business day next preceding the date of mailing of such notice.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") dated June 1, 2016 in the aggregate principal amount of $34,315,000 issued pursuant to an order adopted by the Commissioners Court of the County of Hidalgo, on June 14, 2016 (the "Order") to pay contractual obligations to be incurred by the County to pay the costs of the Project as defined in the Commissioners Court's Order.

THE COUNTY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2027, in whole or in part, on August 15, 2026, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

Certificates may be redeemed only in integral multiples of $5,000 of principal amount. If a Certificate subject to redemption is in a denomination larger than $5,000, a portion of such Certificate may be redeemed, but only in integral multiples of $5,000. In selecting portions of Certificates for redemption, the Paying Agent/Registrar shall treat each Certificate as representing that number of Certificates of $5,000 denomination which is obtained by dividing the principal amount of such Certificate by $5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

If less than all of the Certificates are redeemed, the particular maturities or portions thereof to be redeemed shall be selected by lot by the Paying Agent/Registrar on behalf of the County. If less than all of the Certificates of any maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected by lot or other random method in integral multiples of $5,000 of principal amount.

Not less than thirty (30) days prior to a redemption date for the Certificates, notice of redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the County to each Owner of a Certificate to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notice shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding are to be redeemed, the numbers of Certificates or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part, and notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

THE CERTIFICATES MATURING in the years 2034 and 2040 (the "Term Certificates"), are also subject to mandatory redemption in part prior to maturity on August 15, in the years shown below at 100% of the principal amount thereof plus accrued interest to the date of redemption from payments into the Interest and Sinking Fund which are required to be made in amounts sufficient to redeem on August 15 of each year the principal amount of such Term Certificates as follows:

Term Certificate
Stated to Mature
on August 15, 20__

Year	Principal Amount

Maturity

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the County, by the principal amount of such Term Certificates which, prior to the date of the mailing of notice of such mandatory redemption, (1) shall have been acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County, or (3) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not therefore credited against a mandatory redemption requirement.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified Paying Agent/Registrar for the Certificates and will cause notice of any change of Paying Agent/ Registrar to be mailed to each registered owner.

IT IS HEREBY CERTIFIED, RECITED AND COVENANTED that this Certificate and the Series of which it is a part have been duly and validly issued and delivered in accordance with the Constitution and laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, to exist, and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not

exceed any constitutional or statutory limitation; that the interest on and principal of this Certificate, and the Series of which it is a part, are secured by and payable from a pledge of annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures; which taxes have been levied and ordered to be levied against all taxable property in the County and have been irrevocably pledged for such payment, and from a limited pledge (never to exceed $1,000) from the Surplus Net Revenues from the operation of the County's parks, as set out in the Order.

THE COUNTY HAS RESERVED the right to amend the Order with the approval of the holders of 51% of all outstanding Certificates subject to the restrictions stated in the Order.

THE CERTIFICATES are issuable in the form of fully registered Certificates without coupons in the denominations of $5,000 or any integral multiple of $5,000 for any one maturity. The Registered Owner of any Certificate may surrender the same in exchange for any equal aggregate principal amount of Certificates of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

IN WITNESS WHEREOF, the Commissioners Court has caused the official seal of the County to be impressed or placed in facsimile hereon and this Certificate has been signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or printed facsimile signatures.

COUNTY OF HIDALGO, TEXAS

_____
County Judge

_____
County Clerk

[SEAL]

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

THE STATE OF TEXAS
OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

REGISTER NO. _____

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Order; and except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of the Public Accounts of the State of Texas.

Date of Authentication: _____

The Bank Of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

By: _____
Authorized Signature

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee)_____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer such certificates on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature
Guaranteed: _____

_____
Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the same name of the registered owner as shown on the face of this certificate in every particular, without any alteration, enlargement,

or change whatsoever.

19. Debt Service Fund; Tax Levy and Pledge; Revenue Pledge. (a) Certificates of Obligation Debt Service Fund. A special fund entitled "Hidalgo County, Texas Certificates of Obligation Debt Service Fund, Series 2016" (the "Debt Service Fund") is hereby created and shall be established and maintained by the County at its official depository. The Debt Service Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Certificates.

(b) Tax Pledge. While any of the Certificates or interest thereon is outstanding, the County pledges its ad valorem taxes within the limits authorized by law toward the payment thereof.

(c) Surplus Net Revenues. While any of the Certificates or interest thereon are outstanding or unpaid, the County also pledges to the payment of the principal of and interest on the Certificates an amount never to exceed $1000 from the "Surplus Net Revenues" (as hereinafter defined) from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code. Such pledge shall be subordinate and inferior in all respects to the pledge of any or all of the Surplus Net Revenues which are pledged to the payment of any obligation of the County, whether authorized heretofore or hereafter which the County designates as having a pledge senior to the pledge of any or all of such Surplus Net Revenues pledged to the payment of the Certificates, and the County reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligations and other obligations of any kind payable in whole or in part from any or all of the net revenues secured by a pledge of any or all of the net revenues that may be prior and superior in right to or on a parity with the Certificates.

(d) Debt Service Fund and Tax Levy. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Debt Service Fund. During each year while any of the Certificates or interest thereon are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the amount required to provide for the payment of the interest on the Certificates as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original principal amount of the Certificates in any year); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits prescribed by law, against all taxable property in the County for each year while any of the Certificates or interest thereon are Outstanding; such tax shall be assessed and collected each such year, and the proceeds of such tax shall be appropriated and applied to the payment of principal of and interest on the Certificates.

20. General Covenants. The County covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in every Certificate; that it will promptly pay or cause to be paid the principal of and interest on every Certificate, on the dates and in the places and manner prescribed in such Order and the Certificates; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the

amounts required to be deposited into the Debt Service Fund; and any holder of the Certificates may require the County, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Order, by all legal and equitable means.

21. Certificates; Ratings.

(a) Sale of Certificates. The Certificates are hereby sold and shall be delivered to J.P. Morgan, RBC Capital Markets and Stifel Nicolaus & Company, Inc. (collectively, the "Underwriters") at a price of $_____ (computed as (i) $34,315,000 in principal amount, (ii) plus premium of $_____, (iii) less underwriter's discount of $_____) in accordance with the terms of the bond purchase agreement (the "Purchase Agreement) presented to and hereby approved by the Commissioners Court, in substantially the form attached hereto as Exhibit "C", which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and other appropriate officials of the County are hereby authorized and directed to execute such Purchase Agreement on behalf of the County, and the County Judge and all other officials, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The County Judge, the financial advisor and other consultants and authorized representatives of the County are hereby authorized to take such action as necessary in seeking ratings on the Certificates from any rating service and any such action is hereby ratified and confirmed.

(b) Official Statement. The Commissioners Court hereby approves the form and contents of the preliminary Official Statement and the final Official Statement dated as of the date hereof, relating to the Certificates, and any addenda, supplement or amendment thereto and ratifies and approves the distribution of such preliminary Official Statement and Official Statement in the offer and sale of the Certificates and in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Commissioners Court deems the Preliminary Official Statement final, except for the omission of no more than the information permitted by Rule 15c2-12, as hereinafter defined. The County Judge is hereby authorized and directed to execute, and the County Clerk is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Commissioners Court.

(c) Ratings. The County Judge and the County's financial advisor are authorized hereby to take such action as the County Judge shall approve in seeking ratings on the Certificates from Moody's Investors Service and Standard & Poor's, a division of McGraw-Hill, Inc. and such action is hereby ratified and confirmed.

(d) Proceeds of Sale. Promptly after the delivery of the Certificates, the net proceeds from the sale and delivery of the Certificates, excluding accrued interest, and excluding the costs of issuance shall be deposited to the Project Fund to be created hereunder and to be used for the purpose

of providing all or part of the funds to pay contractual obligations to be incurred for the Project as set out herein and to pay the Costs of Issuance.

(e) Investments; Funds Secured. Money in all funds created, or continued, by this Order (the "Funds") shall be invested in investments authorized by the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256), and, to the extent not invested, shall be secured in the manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

22. Undertaking to Provide Information. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) (the "Rule"). Capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant and must file each audit report with the State Comptroller within 120 days after the close of the Issuer's fiscal year. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours, and the Issuer is required to provide a copy of the Issuer's audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

(b) The Issuer, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

(1) Annual Financial Information;

(2) Audited Financial Statements, if any; and

(3) Certain Specified Event Notices.

(c) (1) While any Bonds are Outstanding, the Issuer shall provide the updated Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the "Report Date"), beginning in the year 2016, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system, free of charge at www.emma.org. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the Issuer provides to the MSRB, the Annual Financial Information by specific reference to documents previously provided to the MSRB, or filed with the Securities and Exchange Commission and, if such a document is a final Official Statement within the meaning of the Rule, available from the MSRB. The current Report Date is June 30, of each year.

(2) If not provided as part of the Annual Financial Information, the Issuer shall

provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the County will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(3) The Issuer shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The Issuer shall provide in a timely manner to the MSRB notice of any failure by the Issuer while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) "Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP") for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB") or operating data with respect to the Issuer, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds contained in Tables 1 through 6 and 8 through 12 and in Appendix B of the Issuer's Official Statement referenced in Section 20(b) of this Order.

(2) "Audited Financial Statements" means the Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) "Certain Specified Event" means any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of holders of the Bonds, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;

(xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

(4) "Specified Event Notice" means electronic notice of a Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

(f) The continuing obligation hereunder of the Issuer to provide Annual Financial Information, Audited Financial Statements, if any, and Material Event Notices shall terminate immediately once the Bonds no longer are Outstanding. This section or any provision hereof, shall be null and void in the event that the Issuer delivers to the MSRB the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this section and by the Issuer with the Rule.

(g) Any failure by the Issuer to perform in accordance with this Section shall not constitute an event of default under this Order.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT,

FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(h) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access ("EMMA") which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the County will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(i) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(j) The County has agreed to update information and to provide notices of certain specified events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

(k) The County may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the County so amends the continuing disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(l) During the last five years, the County has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

23. Covenants To Maintain Tax Exempt Status.

(a) General Tax Covenant. The County intends that the interest on the Certificates shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Section; provided, however, that the County shall not be required to comply with any particular requirement of this Section if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Certificates, the County covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Certificates from gross income for federal income tax purposes.

(b) Use of Proceeds. The County covenants and agrees that its use of the Sales Proceeds of the Certificates will at all times satisfy the following requirements:

(i) Proceeds from the sale of the Certificates shall, promptly upon receipt by the County, be applied as follows:

(a) Net Premium. Net Premium, if any, will be allocated to underwriter's discount and to costs of issuance;

(b) Costs of Issuance. An amount equal to the costs of issuance of the Certificates shall be applied to pay such costs as the County may arrange.

(c) Project Fund. The remaining proceeds from the sale of the Certificates, together with any investment earnings on such proceeds, to the extent required, shall be deposited to the Project Expansion and Aquisition Fund to be used to pay for the costs of the Project.

(ii) Private Business Use. Except as permitted by section 141 of the Code and the Regulations, the County shall at all times prior to the last stated maturity of the Certificates:

(a) not use or permit the use of Gross Proceeds of the Certificates or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than ad valorem taxes or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(iii) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(iv) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the County shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

(v) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code.

(vi) Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(vii) No-Arbitrage Covenant. The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the County reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Certificates (including interest or other investment income derived from Certificate proceeds), regulate investments of proceeds of the Certificates and take such other and further action as may be required so that the Certificates will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(viii) Arbitrage Rebate. The County will take all necessary steps to comply with the

requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Certificates (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates and to identify the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(ix) Elections. The County hereby directs and authorizes the County Judge, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as he may deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

24. Book-Entry Only Transfers and Transactions; Depository Trust Corporation

(a) Notwithstanding the provisions contained in Sections 5 and 14 hereof relating to the payment, and transfer/exchange of the Certificates, the County hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the County, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Certificates.

(b) Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Contractual Obligation (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the County determines that DTC is incapable of properly discharging its

duties as securities depository for the Certificates, the County covenants and agrees with the holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form, shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 9 and 13 hereof.

(d) Registered to Cede & Co. The definitive Contractual Obligation(s) shall be initially issued in the form of a separate single fully registered Contractual Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Contractual Obligation shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (g) hereof, all of the Outstanding Contractual Obligation(s) shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(e) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Contractual Obligation. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Contractual Obligation or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to principal of or interest on the Certificates.

(f) Except as provided in paragraph (g) of this Section, the County and the Registrar shall be entitled to treat and consider the person in whose name each Contractual Obligation is registered in the Register as the absolute owner of such Contractual Obligation for the purposes of payment of principal of and interest on such Contractual Obligation and other matters with respect to such Contractual Obligation, registering transfers with respect to such Contractual Obligation, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Contractual Obligation only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Contractual Obligation to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Contractual Obligation evidencing the obligation of the County to make payments of amounts due pursuant to this Order.

(g) In the event that the County or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the County to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to

obtain certificated Certificates, the County or the Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Contractual Obligation to such successor securities depository or (ii) notify DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

(h) Notwithstanding any other provision of the Order to the contrary, as long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Certificates and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

25. Related Matters. In order that the County shall satisfy in a timely manner all of its obligations under this Order, the County Judge, County Clerk and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the County all certifications, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the County's obligations under this Order, and the contract executed in connection with the sale of the Certificates and to direct the transfer and application of funds of the County consistent with the provisions of this Order.

26. Bond Counsel Opinion. The approving opinion of The J. Ramirez Law Firm, San Juan, Texas, Bond Counsel, and CUSIP Numbers, may be attached to the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

27. Defeasance. The County may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Certificates plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of

refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Certificates plus interest thereon to the date of maturity. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the County.

28. Amendment of Order. (a) The holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates shall have the right from time to time to approve any amendment to this Order which may be deemed necessary or desirable by the County; provided, however, that without the consent of the holders of all of the Certificates at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Order or in the Certificates with respect to the following matters:

(i) Make any change in the maturity of the outstanding Certificates;
(ii) Reduce the rate of interest borne by any of the outstanding Certificates;
(iii) Reduce the amount of the principal payable on the outstanding Certificates;
(iv) Modify the terms of payment of principal of or interest on the outstanding Certificates or impose any conditions with respect to such payment;
(v) Affect the rights of the holders of less than all of the Certificates then outstanding;
(vi) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(b) If at any time the County shall desire to amend the Order under this Section, the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the trust office of the Paying Agent/Registrar for inspection by all holders of Certificates. Such publication is not required, however, if notice in writing is given to each holder of Certificates.

(c) Whenever at any time not less than 30 days, and within one year from the date of the first publication of said notice or other service of written notice, the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Certificates then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically give consent to and approval of such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Commissioners Court may pass the amendatory order in substantially the same form.

(d) Upon the passage of any amendatory order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with such amendatory order, and the respective rights, duties and obligations under this Order of the County and all the holders of then outstanding Certificates shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by a holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding Certificates as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section the identity of the holders of Certificates, the amounts and numbers of such Certificates and the date of their holding same shall be proved by the registration books of the appropriate Paying Agent/Registrar. For purposes of this Section, the holder of a Certificate shall be the owner thereof as shown on such registration books. The County may conclusively assume that such ownership continues until written notice to the contrary is served upon the County.

(g) The foregoing provisions of this Section notwithstanding, the County by action of the Commissioners Court, may amend this Order for any one or more of the following purposes:

(1) To add other covenants and agreements of the County in this Order contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to certificate holders, or to surrender, restrict, or limit any right or power herein reserved to or conferred upon the County;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting, or supplementing any defective provision contained in this Order, or to clarify matters or questions arising under this Order, as are necessary or desirable and not contrary to or inconsistent with this Order and which shall not adversely affect the interests of the holders of the Certificates;

(3) To modify any of the provisions of this Order; provided that any modification is expressly effective only after all Certificates outstanding at the date of the adoption of such modification shall cease to be outstanding.

29. Legal Holidays. Should the date interest accrue and become payable on the Certificates, principal of the Certificates mature, or a Record Date fall on a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then, in such event, payment of interest or principal need not be made on such a date, and neither shall the Record Date occur on such a date. Payment may be made, and the Record Date shall occur, the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if (i) made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

30. No Recourse Against County Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Certificates.

31. Severability. If any section, paragraph, clause or provision of this Order shall for any reason 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.

32. Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the County for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

33. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

34. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Order to be given to or filed with the County, the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Attention:	County Judge Attention: Hidalgo County 100 E. Cano, 2nd Floor Edinburg, Texas 78539	The Bank of New York Mellon Trust Company, N.A. 2001 Bryan Street, 8th Floor Dallas, Texas 75201

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

EXHIBIT A

Paying Agent/Registrar Agreement

EXHIBIT B

The Form of the Initial Certificate

EXHIBIT C

Purchase Agreement

June 14, 2015

Hidalgo County, Texas

Pricing Results

Certificates of Obligation, Series 2016

ESTRADA • HINOJOSA

INVESTMENT BANKERS

Dallas • Austin • Chicago • Houston • Miami • New York • San Antonio • San Diego

16.B2

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Financing Team

Financing Team

ISSUER	**HIDALGO COUNTY, TEXAS**
FINANCIAL ADVISOR	Estrada Hinojosa & Company, Inc.
BOND COUNSEL	The J. Ramirez Law Firm
UNDERWRITERS	JP Morgan (senior) RBC Capital Markets (co-manager) Stifel Nicolaus & Company, Inc. (co-manager)
UNDERWRITERS' COUNSEL	Locke Lord LLP
PAYING/ESCROW AGENT	Bank of New York Mellon Trust Company

POS Cover

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 6, 2016

DRAFT

NEW ISSUE - Book-Entry-Only

RATINGS:
Moody's: "Applied For"
S&P: "Applied For"
(See "OTHER INFORMATION - Ratings" herein.)

In the opinion of Bond Counsel, assuming continuing compliance by the County after the date of initial delivery of the Certificates with certain covenants contained in the Certificate Order and subject to the matters set forth under "TAX MATTERS" herein, interest on the Certificates for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Certificates, and (2) will not be included in computing the alternative minimum taxable income of individuals or, except as described herein, corporations. See "TAX MATTERS" herein.

$34,315,000*
HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2016

Dated: June 1, 2016
Interest Accrues: Date of Initial Delivery

Due: August 15, as shown below

PAYMENT TERMS . . . Interest on the $34,315,000* Hidalgo County, Texas Certificates of Obligation, Series 2016 (the "Certificates") will accrue from their date of initial delivery and will be payable on February 15 and August 15 of each year, commencing February 15, 2017, and will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Certificates are initially issuable only to Cede and Co., the nominee of The Depository Trust Company ("DTC"), New York, New York, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the purchasers thereof. Principal of and interest on the Certificates will be payable by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the initial Paying Agent/Registrar, to Cede & Co., which will make distribution of the amounts so paid to participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "THE CERTIFICATES - Book-Entry-Only System" herein).

STATED MATURITY SCHEDULE, INTEREST RATES, INITIAL YIELDS, CUSIP NUMBERS, AND REDEMPTION PROVISIONS*

CUSIP Prefix: 429326

Maturity (August 15)	Principal Amount	Interest Rate	Initial Yield	CUSIP[1] Suffix	Maturity (August 15)	Principal Amount	Interest Rate	Initial Yield	CUSIP[1] Suffix
2017	$ 1,975,000				2027	$ 1,645,000			
2018	1,060,000				2028	1,725,000			
2019	1,110,000				2029	1,810,000			
2020	1,170,000				2030	1,900,000			
2021	1,225,000				2031	1,995,000			
2022	1,290,000				2032	2,095,000			
2023	1,350,000				2033	2,200,000			
2024	1,420,000				2034	2,310,000			
2025	1,490,000				2035	2,430,000			
2026	1,565,000				2036	2,550,000			

(Interest to accrue from Date of Initial Delivery)

[1] Cusip numbers are included solely for the convenience of owners of the Certificates. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the County, the Financial Advisor, nor the Underwriters is responsible for the selection or correctness of the CUSIP numbers set forth herein.

SECURITY . . . The Certificates are payable from annual ad valorem taxes levied against all taxable property in Hidalgo County, Texas (the "County"), within the limits prescribed by law, sufficient to provide for the payment of principal of and interest on the Certificates (see "PROPERTY TAXES - Constitutional Tax Limitations" and TAX RATE LIMITATIONS - General Operations and Debt" herein). The Certificates are additionally payable from net revenues from the operation of the County's park system.

OPTIONAL REDEMPTION . . . The County reserves the right, at its option, to redeem the Certificates having stated maturities on and after August 15, 20__, in whole or in part, on August 15, 20__ or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption (see "THE CERTIFICATES – Optional Redemption").

LEGALITY . . . The Certificates are offered for delivery when, as, and if issued and received by the original purchaser (the "Underwriters"), and subject to the approving opinion of the Attorney General of the State and the legal opinion of The J. Ramirez Law Firm, San Juan, Texas, Bond Counsel. See Appendix C – "Form of Bond Counsel Opinion" herein. Certain legal matters will be passed upon for the Underwriters by their counsel, Locke Lord LLP, Dallas, Texas.

DELIVERY . . . It is expected that the Certificates will be tendered for delivery to the Underwriters through the services of DTC on or about July 12, 2016.

J.P. MORGAN

RBC CAPITAL MARKETS

STIFEL, NICOLAUS & COMPANY, INCORPORATED

* Preliminary, subject to change.

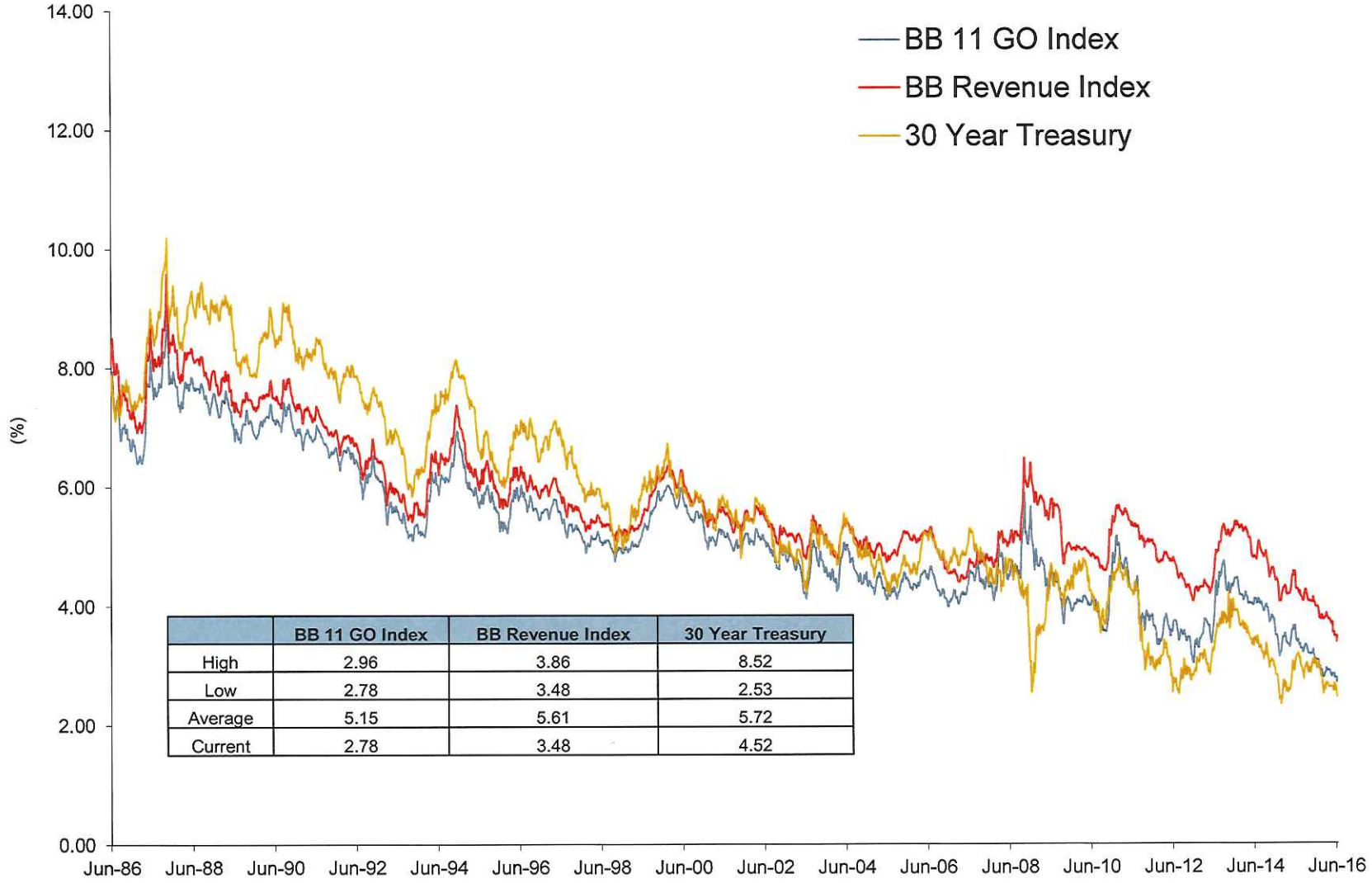
This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. The securities referenced herein may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

ESTRADA • HINOJOSA
INVESTMENT BANKERS

Historical Analysis

Historical Analysis

Bond Buyer Indices vs. 30 Year Treasury: 30 Year History



	BB 11 GO Index	BB Revenue Index	30 Year Treasury
High	2.96	3.86	8.52
Low	2.78	3.48	2.53
Average	5.15	5.61	5.72
Current	2.78	3.48	4.52

Source: Bond Buyer

Pricing Results

Sources and Uses of Funds

	Series 2016 Certificates	
Sources:		
Par Amount	$	35,045,000.00
Net Premium		5,331,320.15
Total Sources of Funds	$	40,376,320.15
Uses:		
Project Fund Deposit	$	39,959,000.00
Cost of Issuance		232,784.17
Underwriters' Discount		184,535.98
Total Sources of Funds	$	40,376,320.15

COs, Series 2016 – Projects By Precinct/Purpose

The list below shows project candidates. $39.9 million in projects will be funded with the Series 2016 COs.

2016 COs Project Summary List				
Department	Category	Notes	Project Amount	
County Wide	Building	Courthouse Related Expenses	$	9,000,000
		County Courthouse	**$**	**9,000,000**
County Wide	Building	County Wide Mechanic Shop	$	1,200,000
County Wide	Equipment	Voting Machines	$	5,759,000
County Wide	Equipment	Fleet Vehicle Replacement	$	1,500,000
		Other County Wide	**$**	**8,459,000**
Sheriff	Equipment	Fleet	$	2,500,000
		TOTAL Sheriff	**$**	**2,500,000**
PCT 1	Equipment	Various	$	750,000
PCT 1	Road	Various	$	3,500,000
		TOTAL PCT 1	**$**	**4,250,000**
PCT 2	Building	Palmer Pavilion Renovations	$	1,200,000
PCT 2	Equipment	Various	$	750,000
PCT 2	Park	Regional Linear Park Project	$	1,514,263
PCT 2	Road	Various	$	4,785,737
		TOTAL PCT 2	**$**	**8,250,000**
PCT 3	Infrastructure	La Joya Watershed - Penitas Basin	$	3,000,000
PCT 3	Road	Various	$	2,035,591
		TOTAL PCT 3	**$**	**5,035,591**
PCT 4	Equipment	Various	$	1,261,203
PCT 4	Road	Various	$	1,203,206
		TOTAL PCT 4	**$**	**2,464,409**
		GRAND TOTAL	**$**	**39,959,000**

Financing Assumptions – *Progression of Borrowing Costs for 2016 COs*

Date	Purpose	Borrowing Cost for 2016 COs*
3/31/2016	**Plan of Finance presentation**	**3.34%**
5/26/2016	Rating Agency presentation	3.20%
6/8/2016	Plan of Finance update	2.98%
6/10/2016	Consensus scale	2.69%
6/13/2016	Final Pricing	2.74%
6/14/2016	**Approve Sale of COs**	**2.74%**

* - *True Interest Cost*

Preliminary Tax Rate Impact: *Prior to 2016 COs*

FINAL

			A				B	C=A+B	D	E=C+D			
	(NAV)			2016 COs					Tranfers	Total Net Tax	Estimated		
FYE 12/31	Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	Principal	Interest	Debt Service		Total New Debt Service	from Other Sources	Supported Debt Service	Required I&S Tax Rate[2]	Marginal Tax Rate	FYE 12/31
2016	**$28,227,766,805** [1]		$ 20,476,751	$ -	$ -	$ -		$ 20,476,751	$ -	$ 20,476,751	**$ 0.0675**		2016
2017	29,215,738,643	3.5%	19,240,034					19,240,034		19,240,034	0.0636	(0.0039)	2017
2018	29,800,053,416	2.0%	18,523,229					18,523,229		18,523,229	0.0598	(0.0038)	2018
2019	30,396,054,484	2.0%	19,043,714					19,043,714		19,043,714	0.0604	0.0005	2019
2020	31,003,975,574	2.0%	18,505,799					18,505,799		18,505,799	0.0573		2020
2021	31,469,035,208	1.5%	19,067,187					19,067,187		19,067,187	0.0583		2021
2022	31,941,070,736	1.5%	18,446,892					18,446,892		18,446,892	0.0554		2022
2023	32,420,186,797	1.5%	15,367,296					15,367,296		15,367,296	0.0448		2023
2024	32,744,388,665	1.0%	15,368,160					15,368,160		15,368,160	0.0443		2024
2025	33,071,832,551	1.0%	11,663,413					11,663,413		11,663,413	0.0323		2025
2026	33,071,832,551	0.0%	11,667,256					11,667,256		11,667,256	0.0323		2026
2027	33,071,832,551	0.0%	8,593,995					8,593,995		8,593,995	0.0227		2027
2028	33,071,832,551	0.0%	8,588,640					8,588,640		8,588,640	0.0227		2028
2029	33,071,832,551	0.0%	5,682,803					5,682,803		5,682,803	0.0137		2029
2030	33,071,832,551	0.0%	4,818,412					4,818,412		4,818,412	0.0110		2030
2031	33,071,832,551	0.0%	2,810,275					2,810,275		2,810,275	0.0047		2031
2032	33,071,832,551	0.0%	2,799,725					2,799,725		2,799,725	0.0047		2032
2033	33,071,832,551	0.0%	2,809,975					2,809,975		2,809,975	0.0047		2033
2034	33,071,832,551	0.0%	2,802,850					2,802,850		2,802,850	0.0047		2034
2035	33,071,832,551	0.0%	1,139,000					1,139,000		1,139,000	(0.0005)		2035
2036	33,071,832,551	0.0%	1,138,000					1,138,000		1,138,000	(0.0005)		2036
2037	33,071,832,551	0.0%	1,140,600					1,140,600		1,140,600	(0.0005)		2037
2038	33,071,832,551	0.0%	1,141,600					1,141,600		1,141,600	(0.0005)		2038
2039	33,071,832,551	0.0%	1,141,000					1,141,000		1,141,000	(0.0005)		2039
2040	33,071,832,551	0.0%	1,138,800					1,138,800		1,138,800	(0.0005)		2040
2041	33,071,832,551	0.0%											2041
2042	33,071,832,551	0.0%											2042
2043	33,071,832,551	0.0%											2043
2044	33,071,832,551	0.0%											2044
2045	33,071,832,551	0.0%											2045
2046	33,071,832,551	0.0%											2046
2047	33,071,832,551	0.0%											2047
2048	33,071,832,551	0.0%											2048
2049	33,071,832,551	0.0%											2049
2050	33,071,832,551	0.0%	-	-			-	-		-	-		2050
Total			$ 233,115,407	$ -	$ -	$ -		$ 233,115,407	$ -	$ 233,115,407			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Calculated approximately I&S tax rate except 2016. Includes estimated freeze adjustment starting at $1,199,668.

Preliminary Tax Rate Impact: *After Issuance of 2016 COs*

FINAL

			A	2016 COs			B	C=A+B	D	E=C+D			
FYE 12/31	(NAV) Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	Principal	Interest	Debt Service	Total New Debt Service	Tranfers from Other Sources	Total Net Tax Supported Debt Service	Estimated Required I&S Tax Rate[2]	Marginal Tax Rate	FYE 12/31
2016	**$28,227,766,805** [1]		$ 20,476,751	$ -	$ -	$ -	$ 20,476,751	$ -	$ 20,476,751	**$ 0.0675**		2016
2017	29,215,738,643	3.5%	19,240,034	2,285,000	1,646,452	3,931,452	23,171,486		23,171,486	0.0775	0.0100	2017
2018	29,800,053,416	2.0%	18,523,229	1,090,000	1,462,500	2,552,500	21,075,729		21,075,729	0.0686	(0.0088)	2018
2019	30,396,054,484	2.0%	19,043,714	1,135,000	1,418,900	2,553,900	21,597,614		21,597,614	0.0690	0.0004	2019
2020	31,003,975,574	2.0%	18,505,799	1,190,000	1,362,150	2,552,150	21,057,949		21,057,949	0.0658		2020
2021	31,469,035,208	1.5%	19,067,187	1,250,000	1,302,650	2,552,650	21,619,837		21,619,837	0.0667		2021
2022	31,941,070,736	1.5%	18,446,892	1,315,000	1,240,150	2,555,150	21,002,042		21,002,042	0.0637		2022
2023	32,420,186,797	1.5%	15,367,296	1,380,000	1,174,400	2,554,400	17,921,696		17,921,696	0.0529		2023
2024	32,744,388,665	1.0%	15,368,160	1,450,000	1,105,400	2,555,400	17,923,560		17,923,560	0.0524		2024
2025	33,071,832,551	1.0%	11,663,413	1,520,000	1,032,900	2,552,900	14,216,313		14,216,313	0.0403		2025
2026	33,071,832,551	0.0%	11,667,256	1,595,000	956,900	2,551,900	14,219,156		14,219,156	0.0403		2026
2027	33,071,832,551	0.0%	8,593,995	1,675,000	877,150	2,552,150	11,146,145		11,146,145	0.0307		2027
2028	33,071,832,551	0.0%	8,588,640	1,760,000	793,400	2,553,400	11,142,040		11,142,040	0.0307		2028
2029	33,071,832,551	0.0%	5,682,803	1,850,000	705,400	2,555,400	8,238,203		8,238,203	0.0216		2029
2030	33,071,832,551	0.0%	4,818,412	1,940,000	612,900	2,552,900	7,371,312		7,371,312	0.0189		2030
2031	33,071,832,551	0.0%	2,810,275	2,040,000	515,900	2,555,900	5,366,175		5,366,175	0.0127		2031
2032	33,071,832,551	0.0%	2,799,725	2,140,000	413,900	2,553,900	5,353,625		5,353,625	0.0126		2032
2033	33,071,832,551	0.0%	2,809,975	2,225,000	328,300	2,553,300	5,363,275		5,363,275	0.0127		2033
2034	33,071,832,551	0.0%	2,802,850	2,315,000	239,300	2,554,300	5,357,150		5,357,150	0.0126		2034
2035	33,071,832,551	0.0%	1,139,000	2,410,000	146,700	2,556,700	3,695,700		3,695,700	0.0075		2035
2036	33,071,832,551	0.0%	1,138,000	2,480,000	74,400	2,554,400	3,692,400		3,692,400	0.0074		2036
2037	33,071,832,551	0.0%	1,140,600				1,140,600		1,140,600	(0.0005)		2037
2038	33,071,832,551	0.0%	1,141,600				1,141,600		1,141,600	(0.0005)		2038
2039	33,071,832,551	0.0%	1,141,000				1,141,000		1,141,000	(0.0005)		2039
2040	33,071,832,551	0.0%	1,138,800				1,138,800		1,138,800	(0.0005)		2040
2041	33,071,832,551	0.0%										2041
2042	33,071,832,551	0.0%										2042
2043	33,071,832,551	0.0%										2043
2044	33,071,832,551	0.0%										2044
2045	33,071,832,551	0.0%										2045
2046	33,071,832,551	0.0%										2046
2047	33,071,832,551	0.0%										2047
2048	33,071,832,551	0.0%										2048
2049	33,071,832,551	0.0%										2049
2050	33,071,832,551	0.0%	-	-		-	-		-	-		2050
Total			$ 233,115,407	$ 35,045,000	$ 17,409,752	$ 52,454,752	$ 285,570,158	$ -	$ 285,570,158			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Calculated approximately I&S tax rate except 2016. Includes estimated freeze adjustment starting at $1,199,668.

Preliminary Tax Rate Impact: *After 2016 COs, 2017 Courthouse COs, Future CIP*

FINAL

			A	B	C			D	E=A+B+C+D	F	G=E+F			
					2017 Courthouse COs[2]									
FYE 12/31	(NAV) Net Assessed Valuation	NAV Growth	Existing Debt Service [2]	2016 COs Debt Service	Debt Service	Other Contributions[3]	Net Debt Service	Future CIP COs[2] Debt Service	Total New Debt Service	Additional County Contributions	Total Net Tax Supported Debt Service	Estimated Required I&S Tax Rate[4]	Marginal Tax Rate	FYE 12/31
2016	**$28,227,766,805** [1]		$ 20,476,751	$ -	$ -	$ -	$ -	$ -	$ 20,476,751	$ -	$ 20,476,751	**$ 0.0675**		2016
2017	29,215,738,643	3.5%	19,240,034	3,931,452				-	23,171,486		23,171,486	0.0775	0.0100	2017
2018	29,800,053,416	2.0%	18,523,229	2,552,500	8,157,573	(3,308,443)	4,849,130	662,209	26,587,068	(75,000)	26,512,068	0.0875	0.0100	2018
2019	30,396,054,484	2.0%	19,043,714	2,553,900	7,066,650	(3,308,443)	3,758,207	1,596,228	26,952,049	(1,000,000)	25,952,049	0.0838	(0.0037)	2019
2020	31,003,975,574	2.0%	18,505,799	2,552,150	7,076,650	(3,308,443)	3,768,207	2,632,750	27,458,906	(1,000,000)	26,458,906	0.0838		2020
2021	31,469,035,208	1.5%	19,067,187	2,552,650	6,932,150	(3,308,443)	3,623,707	2,637,650	27,881,194	(1,000,000)	26,881,194	0.0839		2021
2022	31,941,070,736	1.5%	18,446,892	2,555,150	7,620,150	(3,308,443)	4,311,707	2,633,250	27,946,999	(1,000,000)	26,946,999	0.0828		2022
2023	32,420,186,797	1.5%	15,367,296	2,554,400	8,821,150	(3,308,443)	5,512,707	2,636,450	26,070,853	(1,000,000)	25,070,853	0.0756		2023
2024	32,744,388,665	1.0%	15,368,160	2,555,400	8,821,850	(3,308,443)	5,513,407	2,630,750	26,067,717	(1,000,000)	25,067,717	0.0748		2024
2025	33,071,832,551	1.0%	11,663,413	2,552,900	8,819,750	(3,308,443)	5,511,307	2,631,450	22,359,070	(1,000,000)	21,359,070	0.0625		2025
2026	33,071,832,551	0.0%	11,667,256	2,551,900	8,819,550	(3,308,443)	5,511,107	2,637,950	22,368,213	(1,000,000)	21,368,213	0.0625		2026
2027	33,071,832,551	0.0%	8,593,995	2,552,150	8,820,650	(3,308,443)	5,512,207	2,634,650	19,293,002	(1,000,000)	18,293,002	0.0530		2027
2028	33,071,832,551	0.0%	8,588,640	2,553,400	8,822,450	(3,308,443)	5,514,007	2,631,850	19,287,897	(1,000,000)	18,287,897	0.0529		2028
2029	33,071,832,551	0.0%	5,682,803	2,555,400	8,824,350	(3,308,443)	5,515,907	2,634,250	16,388,360	(1,000,000)	15,388,360	0.0439		2029
2030	33,071,832,551	0.0%	4,818,412	2,552,900	8,820,750	(3,308,443)	5,512,307	2,631,250	15,514,869	(1,000,000)	14,514,869	0.0412		2030
2031	33,071,832,551	0.0%	2,810,275	2,555,900	8,821,350	(3,308,443)	5,512,907	2,627,850	13,506,932	(1,000,000)	12,506,932	0.0349		2031
2032	33,071,832,551	0.0%	2,799,725	2,553,900	8,820,250	(3,308,443)	5,511,807	2,633,750	13,499,182	(1,000,000)	12,499,182	0.0349		2032
2033	33,071,832,551	0.0%	2,809,975	2,553,300	8,821,850	(3,308,443)	5,513,407	2,633,050	13,509,732	(1,000,000)	12,509,732	0.0349		2033
2034	33,071,832,551	0.0%	2,802,850	2,554,300	8,820,250	(3,308,443)	5,511,807	2,634,900	13,503,857	(1,000,000)	12,503,857	0.0349		2034
2035	33,071,832,551	0.0%	1,139,000	2,556,700	8,819,850	(3,308,443)	5,511,407	2,632,100	11,839,207	(1,000,000)	10,839,207	0.0297		2035
2036	33,071,832,551	0.0%	1,138,000	2,554,400	8,819,750	(3,308,443)	5,511,307	2,633,100	11,836,807	(1,000,000)	10,836,807	0.0297		2036
2037	33,071,832,551	0.0%	1,140,600	-	8,824,050	(3,308,443)	5,515,607	2,633,450	9,289,657	(1,000,000)	8,289,657	0.0218		2037
2038	33,071,832,551	0.0%	1,141,600	-	8,821,550	(3,308,443)	5,513,107	2,106,600	8,761,307	(1,000,000)	7,761,307	0.0201		2038
2039	33,071,832,551	0.0%	1,141,000		8,823,300	(3,308,443)	5,514,857	1,232,400	7,888,257	(1,000,000)	6,888,257	0.0174		2039
2040	33,071,832,551	0.0%	1,138,800		8,822,050	(3,308,443)	5,513,607	-	6,652,407	(1,000,000)	5,652,407	0.0136		2040
2041	33,071,832,551	0.0%			8,822,300	(3,308,443)	5,513,857	-	5,513,857	(1,000,000)	4,513,857	0.0100		2041
2042	33,071,832,551	0.0%			8,823,300	(3,308,443)	5,514,857	-	5,514,857	(1,000,000)	4,514,857	0.0100		2042
2043	33,071,832,551	0.0%			8,819,300	(3,308,443)	5,510,857	-	5,510,857	(1,000,000)	4,510,857	0.0100		2043
2044	33,071,832,551	0.0%			8,823,900	(3,308,443)	5,515,457	-	5,515,457	(1,000,000)	4,515,457	0.0100		2044
2045	33,071,832,551	0.0%			8,819,500	(3,308,443)	5,511,057	-	5,511,057	(1,000,000)	4,511,057	0.0100		2045
2046	33,071,832,551	0.0%			8,820,200	(3,308,443)	5,511,757	-	5,511,757	(1,000,000)	4,511,757	0.0100		2046
2047	33,071,832,551	0.0%			8,819,200	(1,500,000)	7,319,200	-	7,319,200	(1,000,000)	6,319,200	0.0156		2047
2048	33,071,832,551	0.0%					-	-	-					2048
2049	33,071,832,551	0.0%					-	-	-					2049
2050	33,071,832,551	0.0%	-	-			-	-	-		-	-		2050
Total			$ 233,115,407	$ 52,454,752	$ 257,385,623	$ (97,444,847)	$ 159,940,776	$ 52,997,887	$ 498,508,821	$ (29,075,000)	$ 469,433,821			

[1] Certified Freeze Adjusted TAV. Average annual growth rate of 3.0% over the last 5 years and 12.7% over the last 10 years.

[2] Assumes current market (6-13-2016) + 100bps.

[3] Combination of City of Edinburg contributions ($1.5MM/year) + Courthouse Filing Fees.

[4] Calculated approximately I&S tax rate except 2016. Includes estimated freeze adjustment starting at $1,199,668.

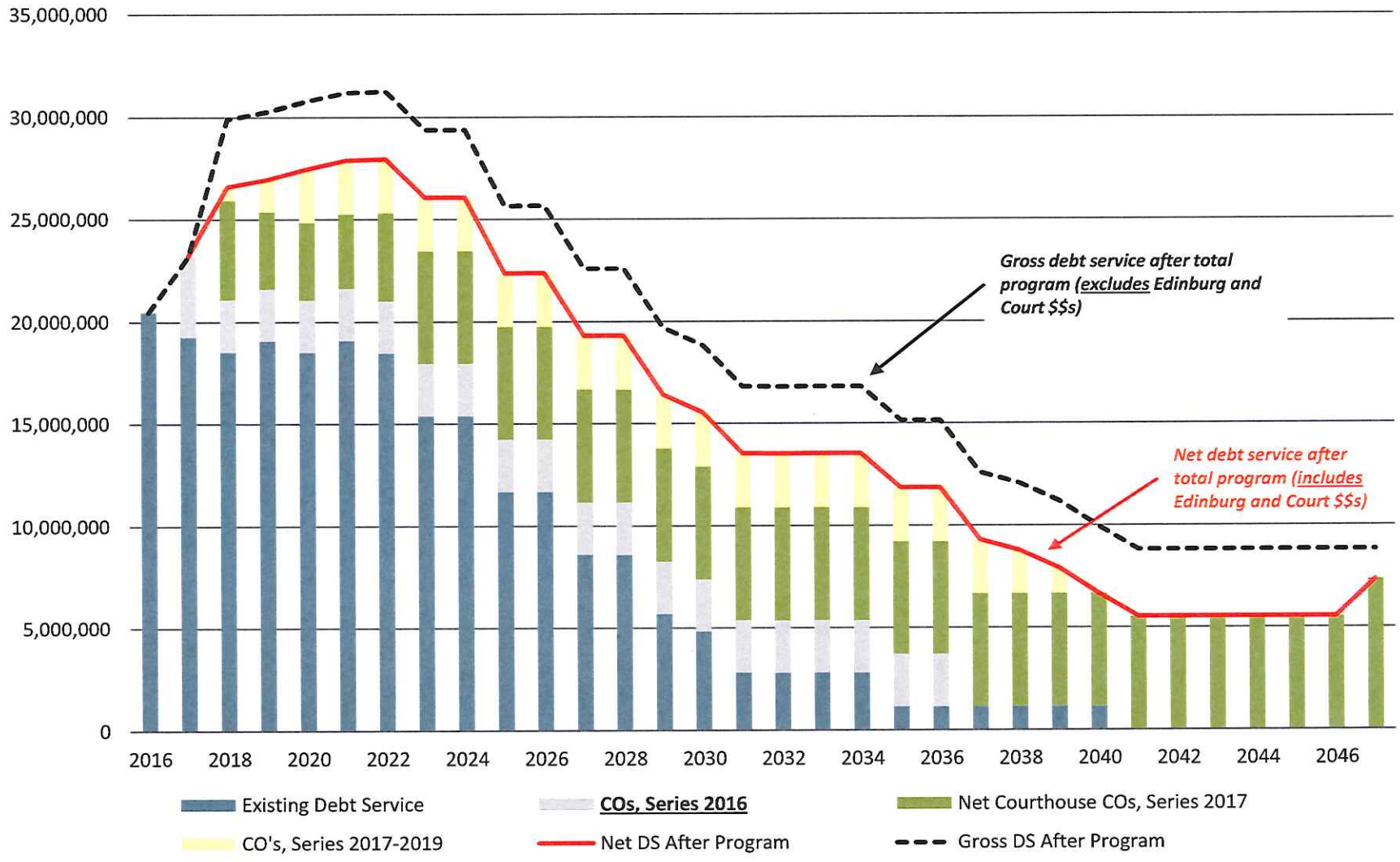
Debt Service Schedules

FINAL

	Project Fund:	30,959,000	9,000,000	Project Fund:	141,000,000		Project Fund:	7,000,000		Project Fund:	12,000,000		Project Fund:	17,000,000		Total Project Funds:	216,959,000
	Delivery:	7/12/2016		Delivery:	6/1/2017		Delivery:	5/17/2017		Delivery:	5/17/2018		Delivery:	5/17/2019			
	TIC:	2.74%	Current Market	TIC:	4.21%	CM+100 bps	TIC:	3.76%	CM+100 bps	TIC:	3.76%	CM+100 bps	TIC:	3.76%	CM+100 bps	Total	Total New
FYE	2016 CIP[1] COs			2017 Courthouse COs			2017 General Purpose CIP			2018 General Purpose CIP			2019 General Purpose CIP			GP CIP	Combined
12/31	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Debt Service	Debt Service
2016	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2017	2,285,000	1,646,452	3,931,452	-	-	-	-	-	-	-	-	-	-	-	-	3,931,452	3,931,452
2018	1,090,000	1,462,500	2,552,500	-	8,157,573	8,157,573	100,000	422,240	522,240	-	139,969	139,969	-	-	-	3,214,709	11,372,281
2019	1,135,000	1,418,900	2,553,900	300,000	6,766,650	7,066,650	185,000	336,300	521,300	305,000	572,600	877,600	-	197,328	197,328	4,150,128	11,216,778
2020	1,190,000	1,362,150	2,552,150	325,000	6,751,650	7,076,650	195,000	327,050	522,050	310,000	563,450	873,450	430,000	807,250	1,237,250	5,184,900	12,261,550
2021	1,250,000	1,302,650	2,552,650	200,000	6,732,150	6,932,150	210,000	315,350	525,350	330,000	547,950	877,950	440,000	794,350	1,234,350	5,190,300	12,122,450
2022	1,315,000	1,240,150	2,555,150	900,000	6,720,150	7,620,150	220,000	302,750	522,750	345,000	528,150	873,150	465,000	772,350	1,237,350	5,188,400	12,808,550
2023	1,380,000	1,174,400	2,554,400	2,155,000	6,666,150	8,821,150	235,000	289,550	524,550	370,000	507,450	877,450	490,000	744,450	1,234,450	5,190,850	14,012,000
2024	1,450,000	1,105,400	2,555,400	2,285,000	6,536,850	8,821,850	245,000	275,450	520,450	390,000	485,250	875,250	520,000	715,050	1,235,050	5,186,150	14,008,000
2025	1,520,000	1,032,900	2,552,900	2,420,000	6,399,750	8,819,750	260,000	260,750	520,750	415,000	461,850	876,850	550,000	683,850	1,233,850	5,184,350	14,004,100
2026	1,595,000	956,900	2,551,900	2,565,000	6,254,550	8,819,550	280,000	245,150	525,150	440,000	436,950	876,950	585,000	650,850	1,235,850	5,189,850	14,009,400
2027	1,675,000	877,150	2,552,150	2,720,000	6,100,650	8,820,650	295,000	228,350	523,350	465,000	410,550	875,550	620,000	615,750	1,235,750	5,186,800	14,007,450
2028	1,760,000	793,400	2,553,400	2,885,000	5,937,450	8,822,450	310,000	210,650	520,650	495,000	382,650	877,650	655,000	578,550	1,233,550	5,185,250	14,007,700
2029	1,850,000	705,400	2,555,400	3,060,000	5,764,350	8,824,350	330,000	192,050	522,050	525,000	352,950	877,950	695,000	539,250	1,234,250	5,189,650	14,014,000
2030	1,940,000	612,900	2,552,900	3,240,000	5,580,750	8,820,750	350,000	172,250	522,250	555,000	321,450	876,450	735,000	497,550	1,232,550	5,184,150	14,004,900
2031	2,040,000	515,900	2,555,900	3,435,000	5,386,350	8,821,350	370,000	151,250	521,250	585,000	288,150	873,150	780,000	453,450	1,233,450	5,183,750	14,005,100
2032	2,140,000	413,900	2,553,900	3,640,000	5,180,250	8,820,250	395,000	129,050	524,050	620,000	253,050	873,050	830,000	406,650	1,236,650	5,187,650	14,007,900
2033	2,225,000	328,300	2,553,300	3,860,000	4,961,850	8,821,850	415,000	105,350	520,350	660,000	215,850	875,850	880,000	356,850	1,236,850	5,186,350	14,008,200
2034	2,315,000	239,300	2,554,300	4,090,000	4,730,250	8,820,250	440,000	84,600	524,600	700,000	176,250	876,250	930,000	304,050	1,234,050	5,189,200	14,009,450
2035	2,410,000	146,700	2,556,700	4,335,000	4,484,850	8,819,850	460,000	62,600	522,600	735,000	141,250	876,250	985,000	248,250	1,233,250	5,188,800	14,008,650
2036	2,480,000	74,400	2,554,400	4,595,000	4,224,750	8,819,750	485,000	39,600	524,600	770,000	104,500	874,500	1,035,000	199,000	1,234,000	5,187,500	14,007,250
2037	-	-	-	4,875,000	3,949,050	8,824,050	505,000	20,200	525,200	810,000	66,000	876,000	1,085,000	147,250	1,232,250	2,633,450	11,457,500
2038	-	-	-	5,165,000	3,656,550	8,821,550	-	-	-	840,000	33,600	873,600	1,140,000	93,000	1,233,000	2,106,600	10,928,150
2039	-	-	-	5,425,000	3,398,300	8,823,300	-	-	-	-	-	-	1,185,000	47,400	1,232,400	1,232,400	10,055,700
2040	-	-	-	5,695,000	3,127,050	8,822,050	-	-	-	-	-	-	-	-	-	-	8,822,050
2041	-	-	-	5,980,000	2,842,300	8,822,300	-	-	-	-	-	-	-	-	-	-	8,822,300
2042	-	-	-	6,280,000	2,543,300	8,823,300	-	-	-	-	-	-	-	-	-	-	8,823,300
2043	-	-	-	6,590,000	2,229,300	8,819,300	-	-	-	-	-	-	-	-	-	-	8,819,300
2044	-	-	-	6,990,000	1,833,900	8,823,900	-	-	-	-	-	-	-	-	-	-	8,823,900
2045	-	-	-	7,405,000	1,414,500	8,819,500	-	-	-	-	-	-	-	-	-	-	8,819,500
2046	-	-	-	7,850,000	970,200	8,820,200	-	-	-	-	-	-	-	-	-	-	8,820,200
2047	-	-	-	8,320,000	499,200	8,819,200	-	-	-	-	-	-	-	-	-	-	8,819,200
2048	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	35,045,000	17,409,752	52,454,752	117,585,000	139,800,623	257,385,623	6,285,000	4,170,540	10,455,540	10,665,000	6,989,869	17,654,869	15,035,000	9,852,478	24,887,478	105,452,638	362,838,261

[1] Includes $9 million for Courthouse.

Pro Forma Debt Profile After 2016



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Ratings

The **Hidalgo County Certificates of Obligation, Series 2016** received the following ratings:

Agency	Rating
S&P	**AA- / Stable Outlook**
Moody's	**Aa2 / No Outlook**

These ratings represent high quality ratings from each of the rating agencies.

Note, the County also maintains a rating from AA- from Fitch Ratings on other outstanding bonds.

Rating Reports

MOODY'S
INVESTORS SERVICE

CREDIT OPINION
7 June 2016

New Issue

Rate this Research

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Hidalgo (County of) TX

New Issue: Moody's assigns Aa2 to Hidalgo County, TX's GOLT CO's

Summary Rating Rationale

Moody's Investors Service has assigned a Aa2 rating to Hidalgo County, TX's $33.4 million Certificates of Obligation, Series 2016. Concurrently, we maintain the Aa2 rating on $177.4 million of outstanding parity debt.

The Aa2 rating reflects the county's large and stable tax base; historically weak socioeconomic profile, including below average resident wealth levels, low full value per capita and considerable segment of the population at or below the US poverty level. The rating incorporates the county's stable financial operations, healthy reserves and liquidity, and manageable debt profile that is expected to increase in the near term given plans for additional borrowing in 2017.

Credit Strengths

» Large, stable tax base and regionally important economy

» Stable financial operations

» Manageable debt, pension burdens

Credit Challenges

» Weak socioeconomic profile for the rating category

» Debt structure for proposed courthouse

Rating Outlook

Outlooks are usually not assigned to local government credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

» Significantly improved socioeconomic profile, including a reduction of the county's unemployment rate, increased resident wealth levels and improved full value per capita

» Trend of accelerating annual tax base growth

» Materially strengthened reserves and liquidity from a multi-year trend of surplus financial operations

Factors that Could Lead to a Downgrade

» Weakened socioeconomic profile that is increasingly outsized for the rating category

» Continued trend of structurally imbalanced operations and declining reserves

» Substantial reduction of full valuation

» Significantly elevated debt position from additional borrowing absent corresponding tax base growth

Key Indicators

Exhibit 1

Hidalgo (County of) TX	2010	2011	2012	2013	2014
Economy/Tax Base					
Total Full Value ($000)	$ 27,491,085	$ 27,420,238	$ 27,044,262	$ 27,320,029	$ 27,911,368
Full Value Per Capita	$ 35,483	$ 34,526	$ 33,531	$ 33,481	$ 33,585
Median Family Income (% of US Median)	54.2%	54.2%	55.2%	57.0%	57.8%
Finances					
Operating Revenue ($000)	$ 217,840	$ 210,212	$ 206,835	$ 216,447	$ 224,650
Fund Balance as a % of Revenues	24.1%	27.0%	28.6%	26.3%	19.8%
Cash Balance as a % of Revenues	67.8%	76.8%	78.9%	76.5%	59.9%
Debt/Pensions					
Net Direct Debt ($000)	$ 202,691	$ 189,224	$ 177,934	$ 172,272	$ 184,945
Net Direct Debt / Operating Revenues (x)	0.9x	0.9x	0.9x	0.8x	0.8x
Net Direct Debt / Full Value (%)	0.7%	0.7%	0.7%	0.6%	0.7%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	N/A	0.7x	0.9x	1.0x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	N/A	0.6%	0.7%	0.8%

Source: Moody's Investors Service

Recent Developments

Since we last rated the county on September 8, 2015 county officials report an unaudited $1.8 million increase in General Fund balance for fiscal 2015. Additionally the county's debt profile has increased marginally with this issuance. While additional debt for the new courthouse will be issued, officials continue to finalize specific plans for the issuance.

Detailed Rating Considerations

Economy and Tax Base: Large Border County with Below Average Socioeconomic Indicators

We expect the county's large $30.7 billion tax base will continue growing in the near term. Over the last five years, the county's full valuation increased an average 2.3% annually, including a 7.1% increase in 2016 due to new development and appreciation of single-family residential property values. Hidalgo County is located in the Rio Grande Valley of south Texas along the Mexico border and is supported by cross-border trade and manufacturing operations across the border in Reynosa Mexico. Taxpayer concentration is modest, as the 10 largest property taxpayers account for 3.6% of fiscal 2016 full valuation. Management expects the recently opened University of Texas Rio Grande Valley will perpetuate the county's economic growth in the medium term. Ongoing development of several big box stores and retail outlets in Edinburg will also foster continued tax base growth in the near term.

Historically, the county's socioeconomic profile has lagged well behind state and national averages, which is credit weakness. Resident wealth levels are weak with median family income levels equivalent to 61% of the state and 57.8% of the nation. A large 35% of the county's population of 774,769 residents is impoverished, compared to 13.8% for the nation. The county's full value per capita is small

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

for the rating category at $39,561. At 7.5% in February, unemployment in Hidalgo County was above the state (4.3%) and nation (5.2%) for the same period.

Financial Operations and Reserves: Healthy Reserve Levels With Stable Operations

The county's General Fund reserves and liquidity positions are expected to remain healthy in the near term after two years of structurally imbalanced financial operations that are expected to end in fiscal 2015, based on unaudited results. Through fiscal 2012, the county historically adopted imbalanced General Fund budgets and successfully closed the budget gaps at year-end due to controlled spending, few unexpected expenditures, and conservative revenue forecasts. In fiscal years 2013 and 2014, the county's General Fund balance declined in each year as expenditures related to detention facility repairs and the Medicaid 1115 waiver program outpaced annual revenues. At year-end 2014, the county reported a total General Fund balance of $44.9 million, which is a healthy 25.5% of General Fund revenues. Of the total fund balance, $19.7 million is unassigned and a smaller, but adequate 11.2% of revenues. Fiscal year 2014 General Fund revenues were primarily derived from taxes (83.3% of total General Fund revenues) and charges for services (9.6%). Despite two consecutive operating deficits, the county's financial operations have historically been stable, characterized by an operating history score of 1.01 times. In addition, the county's unassigned General Fund balance has historically exceeded management informal target of 10% to 15% of budgeted expenditures.

Despite budgeting for a General Fund reduction of approximately $1.5 million, the county expects to add $1.8 million to General Fund balance based on unaudited results. Future reviews will focus on the county's ability to continue structurally balanced financial operations. Continued reductions of General Fund reserves or an inability to maintain reserves in excess of management's informal target minimum of 10% of budgeted expenditures could lead to downward pressure on the rating.

LIQUIDITY

The county's liquidity is expected to remain healthy in the near term. At year-end 2014, the General Fund reported net cash and investments of $122.9 million, representing a very strong 69.8% of revenues. Property taxes, the county's largest revenue source, are due at the end of each calendar year, which inflates the county's General Fund cash position. Net cash and investments in the Operating Fund (consisting of the General Fund, Debt Service Fund, and Road and Bridge Fund) totaled $134.6 million and a strong 59.9% of Operating Fund revenues.

Debt and Pensions

The county's debt position is expected to increase given plans to issue additional GOLT debt in the near term, yet remain manageable given fast principal amortization and growing full valuation. The direct debt burden is below average at 0.7% of full valuation and increases to 7.8% after incorporating the overlapping debt from the various municipalities within the county, including general obligation (GO) bonds issued by Hidalgo County Drainage District #1. We exclude the district's GO bonds from the county's direct debt burden because they are separately secured by an unlimited tax on all taxable property within the district. The county plans to issue an estimated $141 million of GOLT debt in 2017 to construct a new courthouse; however, the project cost and timeline of issuing the additional debt may change. Amortization is moderate with 66.4% of principal repaid within 10 years. Debt service on the county's outstanding GOLT debt represented a 9.1% of fiscal 2014 operating fund expenditures. All of the county's debt is fixed rate.

DEBT STRUCTURE

All of the county's outstanding debt is fixed rate. The county has two short term obligations with $537,000 outstanding at year-end 2014 and represents a very small 0.3% of total debt outstanding.

DEBT-RELATED DERIVATIVES

The county is not exposed to derivatives

PENSIONS AND OPEB

Hidalgo County has a manageable pension burden based on unfunded liabilities from its participation in the Texas County and District Retirement System, a multi-employer defined benefit agent plan. The county consistently makes the full annual contribution, which amounted to $13.2 million in fiscal year 2014, a manageable 5.7% of operating expenditures. Reported unfunded liabilities as of December 31, 2013, were $50.9 million. Moody's adjusted net pension liability (ANPL) for the county, under our methodology for adjusting reported pension data, is $202.1 million as of fiscal year 2014, a below average 0.90 times operating revenues. The county's three- year average ANPL to operating revenues is manageable at 0.97 times while the three year average ANPL to full value is 0.71%.

Moody's uses the adjusted net pension liability to improve comparability of reported pension liabilities. The adjustments are not intended to replace the county's reported liability information, but to improve comparability with other rated entities. We determine the county's share of liability for the state-run plan in proportion to its contribution to the plan.

The county has a single employer defined benefit OPEB plan that is funded on a pay-as-you-go basis. The county's contribution of $820,000 in 2014 represented a modest 0.4% of operating expenditures and 53.2% of the annual OPEB cost. The net OPEB obligation is $8.3 million and the unfunded liability is $12.2 million. Including debt service and pension contributions, the county's total fixed costs accounted for $35.2 million, or a manageable 15.1% of 2014 operating fund expenditures.

Management and Governance

Created in 1852, the county is governed by a Commissioners Court consisting of a county judge and four county commissioners, one for each of the four precincts. The county judge is elected for a term of four years and the commissioners served staggered four-year terms. Management has an informal policy to maintain an unassigned General Fund balance equal to 10% to 15% of budgeted expenditures, which is low for the rating category. The county historically adopts structurally imbalanced General Fund budgets, which, until fiscal 2013, it successfully closed at fiscal year-end.

Texas counties have an institutional framework score of "Aaa," or very strong. Counties rely on highly predictable, property taxes for 70%-80% of their operating revenues, while 10%-20% comes from less predictable services charges. Counties maintain high flexibility to raise property taxes, as most are well below the state mandated cap of $8 per $1,000 of AV, with no more than $4 for debt. Expenditures primarily consist of personnel and judicial costs, which are highly predictable. Counties have high flexibility in reducing expenditures given a weak union presence.

Legal Security

The bonds and certificates are secured by an annual ad valorem tax levied against all taxable property in the county, within the limits prescribed by law. The certificates are additionally secured by a limited pledge (not to exceed $1,000) of surplus net revenues of the county's park system.

Use of Proceeds

Proceeds from the 2016 CO's will be used for infrastructure projects through out the county.

Obligor Profile

Hidalgo County is located in south Texas along the Mexico border in the Rio Grande Valley. The county encompasses 1,570 square miles and its population of 774,769 residents as of the 2010 US Census reflects a 36.1% increase since 2000.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

Ratings

Exhibit 2

Hidalgo (County of) TX

Issue	Rating
Certificates of Obligation, Series 2016	Aa2
Rating Type	Underlying LT
Sale Amount	$33,415,000
Expected Sale Date	06/09/2016
Rating Description	General Obligation Limited Tax

Source: Moody's Investors Service

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REPORT NUMBER 1028144

MOODY'S
INVESTORS SERVICE

S&P Global
Ratings

RatingsDirect®

Summary:

Hidalgo County, Texas; General Obligation

Primary Credit Analyst:
Oscar Padilla, Dallas (214) 871-1405; oscar.padilla@spglobal.com

Secondary Contact:
Joshua Travis, Dallas; joshua.travis@spglobal.com

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Rationale

Outlook

Related Criteria And Research

Summary:

Hidalgo County, Texas; General Obligation

Credit Profile

US$34.315 mil certs of oblig ser 2016 dtd 06/01/2016 due 08/15/2036

Long Term Rating	AA-/Stable	New

Rationale

S&P Global Ratings assigned its 'AA-' long-term rating to Hidalgo County, Texas' series 2016 certificates of obligation. At the same time, S&P Global Ratings affirmed its 'AA-' long-term rating on the county's general obligation (GO) debt. The outlook is stable.

The certificates and bonds are secured by an ad valorem tax levied against all taxable property in the county within limits prescribed by law. The state constitutional limit is 80 cents per $100 of assessed value (AV). Presently, the county levies a total tax rate of 59 cents per $100 of AV. Given the county's tax rate flexibility and very strong liquidity, we have not notched down the rating. Surplus revenues from the operations of county parks, not to exceed $1,000, further secure the certificates. We view the county's limited tax pledge to be the stronger of the two pledges. Proceeds from the certificates will finance various county projects.

The rating reflects our assessment of the following factors for the county:

- Weak economy, with market value per capita of $35,131 and projected per capita effective buying income at 52.1%, but that is benefitting from access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with an operating deficit in the general fund but an operating surplus at the total governmental fund level in fiscal 2014;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2014 of 20% of operating expenditures;
- Very strong liquidity, with total government available cash at 41.6% of total governmental fund expenditures and 5.8x governmental debt service, and access to external liquidity that we consider strong;
- Weak debt and contingent liability position, with debt service carrying charges at 7.1% of expenditures and net direct debt that is 92.5% of total governmental fund revenue, as well as significant medium-term debt plans; and
- Strong institutional framework score.

Weak economy

We consider the county's economy weak. Hidalgo County, with an estimated population of 872,465, is located in the McAllen-Edinburg-Mission MSA, which we consider to be broad and diverse. The county has a projected per capita effective buying income of 52.1% of the national level and per capita market value of $35,131. Overall, the county's

market value grew by 7.1% over the past year to $30.7 billion in 2016. The county unemployment rate was 7.9% in 2015.

The 1,583-square-mile county encompasses McAllen, Pharr, Edinburg (the county seat), Mission, Weslaco, and Mercedes, with McAllen, Edinburg, and Mission being the largest municipalities and economic centers. With five international ports of entry for commercial and pedestrian traffic, international trade with Mexico dominates the area's economy. The concentration of twin plants, or maquiladoras, in Mexico fuels commercial traffic into the U.S. In addition, agribusiness, tourism, and limited mineral production (oil and natural gas), continue to support the county's economic base. Higher-education opportunities include the University of Texas-Rio Grande Valley (UT-RGV) and South Texas College. A merger between UT-Brownsville and UT-Pan American and UT-RGV formally opened in August with an enrollment of slightly more than 29,000. The university's school of medicine's first class is set for the fall of 2016.

County officials indicate economic conditions remain favorable noting continued residential and commercial development. Given current growth patterns, the county anticipates AV to increase approximately 3%-5% per year within the next two years. Unemployment rates in the county have remained relatively stable; averaging 7.4% in the last three months, from February to April, and well below its annual peak of 11% in 2011.

Strong management

We view the county's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

The county uses conservative revenue and expenditure assumptions based on five-year historical trend analysis in collaboration with the county auditor. It also reports budget-to-actual performance to the governing body monthly and has the ability to make amendments as needed with the commissioners court approval. The county also maintains a formal debt management policy and a reserve policy (10% of general fund expenditures) and has plans to correct any problems should the need arise. We understand the county continues to work on its long-term financial plan and has updated its capital plan which details each project's time frame and funding source. The investment policy complies with the state statues, and the country treasurer reports on holdings, performance, and maturity to the legislature at least quarterly.

Adequate budgetary performance

Hidalgo County's budgetary performance is adequate in our opinion. The county had deficit operating results in the general fund of negative 2.8% of expenditures, but a surplus result across all governmental funds of 2.2% in fiscal 2014.

Overall the county's budgetary performance has been adequate in the last three fiscal years with general fund operating results near break-even with slightly deficits in fiscals 2013 and 2014. After adjusting for one-time expenses and utilization of bond proceeds, total governmental results have trended slightly negative, although also near break-even. In order to maintain a stable tax-rate, county officials opted to utilize available resources in fiscal 2014 which result in the general fund deficit of slightly more than $5 million.

While county official had anticipated a slight general fund deficit in fiscal 2015, unaudited results in fiscal 2015's reflect

a slight operating surplus. Total governmental results are anticipated to be near break-even after adjusting for use of bond proceeds and one-time expenses. County officials indicate the current budget is trending favorably and estimate a slight general fund surplus by year-end. Should the county's fiscal 2015 performance carry forward through fiscal 2016, and we anticipate it is likely sustainable, we could reassess our view of the county's budgetary performance to strong levels.

Very strong budgetary flexibility

Hidalgo County's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2014 of 20% of operating expenditures, or $37 million. Coinciding with the county's adequate budgetary performance, available reserves have remained characteristically very strong and flat. For fiscal 2015, estimates reflect available reserves are estimated to increase to $46.7 million, $26.3 million of which is unassigned. We understand the county plans to utilize a portion of its assigned resources over the next four-to-five years to supplement capital outlays, notably for its planned new courthouse. Given our anticipation that the county's budgetary performance will remain, at least, adequate; we anticipate the county's available reserves will remain above very strong levels, greater than 15% of expenditures, within our two-year outlook horizon.

Very strong liquidity

In our opinion, Hidalgo County's liquidity is very strong, with total government available cash at 41.6% of total governmental fund expenditures and 5.8x governmental debt service in 2014. In our view, the county has strong access to external liquidity if necessary. We anticipate that the county's total government cash position will remain very strong. The county's investments are held predominantly in mutual funds and other cash-equivalent instruments. Our opinion that the county maintains strong access to external liquidity is based on the county's issuance of GO bonds and certificates of obligation. At this time, we understand the county does not have contingent liabilities that, in our opinion, could cause immediate or future liquidity pressures. Our assessment reflects the removal of the county's restricted bond proceeds from the county's total government cash.

Weak debt and contingent liability profile

In our view, Hidalgo County's debt and contingent liability profile is weak. Total governmental fund debt service is 7.1% of total governmental fund expenditures, and net direct debt is 92.5% of total governmental fund revenue. Negatively affecting our view of the county's debt profile is its significant medium-term debt plans.

The county is in the process of formalizing plans for a new county courthouse with an estimated cost of $150 million. At this time, county officials anticipate to finance the project with the support of the city of Edinburg and county court fees, in addition to its ad valorem taxes. A portion of the current issuance ($9 million) is be used to support the new courthouse project. County officials anticipate issuing certificates of obligation in 2017 to finance the project. Moreover, the county plans to issue approximately $7 million in 2017 and $12 million in 2018 to support its capital improvement plan. Our assessment of the county's debt and contingent liability profile could change should its carrying charges increase significantly beyond current trends and estimates.

Hidalgo County's combined required pension and actual other postemployment benefits (OPEB) contributions totaled 3.7% of total governmental fund expenditures in 2014. The county made its full annual required pension contribution in 2014.

The county participates in the Texas County & District Retirement System (TCDRS). The county does not offer formal post-employment benefits but allows retirees to participate in the county's health benefits program (implicit rate subsidy) with retirees paying premiums which are then deposited in the county's insurance fund.

Strong institutional framework

The institutional framework score for Texas counties is strong.

Outlook

The stable outlook reflects our view that, within our two year outlook horizon, the county will sustain at least adequate budgetary performance and very strong budgetary flexibility. Moreover, it reflects our view that the county's economic metrics will continue to improve given current growth patterns.

Upside scenario

A significant improvement in the county's wealth and income levels would likely bolster upward rating potential.

Downside scenario

Should the county's budgetary performance weaken to weak or very weak levels without a corrective plan, we would likely lower the rating, although we do not anticipate this would occur within our two-year horizon.

Related Criteria And Research

Related Criteria

- USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013
- USPF Criteria: Financial Management Assessment, June 27, 2006
- USPF Criteria: Debt Statement Analysis, Aug. 22, 2006
- USPF Criteria: Limited-Tax GO Debt, Jan. 10, 2002
- USPF Criteria: Methodology: Rating Approach To Obligations With Multiple Revenue Streams, Nov. 29, 2011
- USPF Criteria: Assigning Issue Credit Ratings Of Operating Entities, May 20, 2015
- Criteria: Use of CreditWatch And Outlooks, Sept. 14, 2009

Related Research

S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013

Ratings Detail (As Of June 7, 2016)

Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed
Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed
Hidalgo Cnty GO		
Long Term Rating	AA-/Stable	Affirmed
Hidalgo Cnty GO (ASSURED GTY)		
Unenhanced Rating	AA-(SPUR)/Stable	Affirmed

Hidalgo Cnty GO

Ratings Detail (As Of June 7, 2016) (cont.)		
Unenhanced Rating	AA-(SPUR)/Stable	Affirmed
Long Term Rating	AA-/Stable	Affirmed

Many issues are enhanced by bond insurance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on the S&P Global Ratings public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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AI-54938

Budget and Management 16. C.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and acceptance of Texas Division of Emergency Management (TDEM) Public Assistance subgrant award (including all grant terms and conditions), with authority for the County Judge to sign all required documents, for FEMA Public Assistance Grant 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding for the following FEMA Project Number:

FEMA Project Number	**Total Subgrant Award**	**Federal Cost Share (75%)**	**Local Cost Share (25%)**
PA-06-TX-4223-PW-1905	969,570.54	727,177.91	242,392.63

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary impact at this time since PW01905 is a FEMA Category B Subgrant and will be reimbursing for expenses incurred during the emergency event in 2015.

Attachments

Award Letter-1905

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz	Merlen P. Munoz	06/06/2016 03:10 PM
Rey Salazar	Rey Salazar	06/08/2016 03:57 PM
Budget & Management	Veronica Ortiz	06/09/2016 08:27 AM
Final Approval	Veronica Ortiz	06/10/2016 01:21 PM

Form Started By: Gabriela Garza Started On: 06/06/2016 02:44 PM

Final Approval Date: 06/10/2016

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov

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DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 20, 2016

The Honorable Ramon Garcia
Judge, Hidalgo County
302 W. University
Edinburg, TX 78539
DUNS Number: 103110834
TINS Number: 1746000717
FIPS Number: 215-99215-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) Number: 97.036
FEMA Project Number: PA-06-TX-4223-PW-1905
Project Title: HID007B – Emergency Protective Measures
Period of Performance: 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW-1905						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	05/17/2016	$969,570.54	75%	$727,177.91	25%	$242,392.63

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

_____ _____

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Shannon Smalls at (512) 963-8824 or email at ssmalls@lonestarplanning.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

AI-54998

Budget and Management 16.
D. 1.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Debbie Tamez, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT-PCT1 US83 ILLUMINATION (1315):
Approval of 2016 interfund transfer from R&B CW Adm-Contingency (1200) to TxDOT Pct 1 US83 Illumination (1315) in the amount of $25,000.00 to fund invoices for the TxDOT Illumination project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-125-030-0-899
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
Funds available pending approval of AI-54992 (CC Consent 06/14/16).

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 01:18 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Debbie Tamez Started On: 06/10/2016 09:40 AM
Final Approval Date: 06/10/2016

DATE: June 14, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Precinct No.1 TxDOT

2016
Interfund Transfer

AI-54998

ACCOUNT NUMBER: **6-1XXX-XX1-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Debbie Tamez, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5427

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
6-1200-431-00-125-030-0-	**899**	**CW Adm-**	**Contingency**	**(25,000.00)**
6-1200-491-01-000-315-0-	**891**	**Transfers Out-**	**TXDOT Projects**	**25,000.00**
TO:				
6-1315-391-01-000-200-0-	**000**	**Transfers In-**	**R&B Fund**	**25,000.00**
6-1315-431-00-121-031-0-	**841**	**TXDOT-US83 Illumination-**	**Aid to Govt Agency**	**25,000.00**
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Interfund transfer needed to fund invoices for TxDOT US83 Illumination project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-54995

Purchasing Department 17.
A. 1.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration and action on various projects in connection with the design and construction of a new courthouse, including, but not limited to:
A. Acceptance and approval of the RFQ [drafted/developed by Hon. Hawkins & Peden, Porter Hedges, LLP] for: Professional Program Management Services for the new courthouse project [sent to Hon. S. Crain for review and comment as to form at request of Judge Garcia];
B. Authority to advertise the RFQ: Professional Program Management Services with direction as to extent of publishing sites;
C. Options to Hidalgo County as to how to procure the following services related to insurances and bonds for the new courthouse project;
a. Insurance Consultant with expertise in Owner Controlled Insurance and Bond Programs:
1. Exemption from competitive bidding requirement for professional service of a qualified and experienced insurance agent [certified and licensed by State Dept. of Insurance] to develop, draft and advise HC on the specifications for the purchase of OCIP and Bond Program subject to legal counsel's position on same;
2. Procure the Insurance Consultant Services through an Request for Proposals by publication of same;
3. Procurement of an Owner Controlled Insurance Program as drafted and developed through a consultant;

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
DBM will identify the funding source for this project.

Attachments

RFQ-PACKET
RFQ-EMAIL FOR LEGAL REVIEW

EXHIBIT C-INSURANCE-DRAFT
INSURANCE-EMAIL FOR LEGAL REVIEW
ROCIP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/10/2016 03:22 PM
Budget & Management	Veronica Ortiz	06/10/2016 03:40 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Marty Salazar Started On: 06/09/2016 06:06 PM
Final Approval Date: 06/10/2016

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Program Management Services for New County Courthouse"
(Including all funding sources, programs, and entities)

RFQ No: 2016-004-02-27-MSS

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
7.	Exhibit D2, CIS –Conflict Disclosure Statement	3
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, or e-mail.

DRAFT

June , 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Program Management Services for New County Courthouse"**
(Including all funding sources, programs, and entities)
RFQ No: 2016

Dear Respondents:

Enclosed please find aRequest for Qualifications (RFQ) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ms

Enclosures

5580912v2

DRAFT

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"*Program Management Services –for New County Courthouse*"

RFQ NO: 2016

Acceptance Due Date: _____, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 318-2626 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Program Management Services for New County Courthouse", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the Respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, *RFQ–2016 "HIDALGO COUNTY(Including all funding sources, programs, and entities) Program Management Services for New County Courthouse"*, 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., , June , 2016.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated SOQ, after the qualifications based selection, and afterward, taking into consideration the relative importance of price.

4. Failure to meet the stated standard of care or delivery schedule shall release Hidalgo County from all obligations to the contracting party. In such event, County may elect to award the contract to the next-lowest qualified Respondent, or to reject all SOQ's and re-advertise.

5. 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 note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind of services desired by Hidalgo County.

7. After the initial qualifications based selection phase, proposed prices are to remain firm for a minimum of ninety (90) days.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a designation as qualified 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) *Program Management Services for New County Courthouse",*
  e) Descriptive information as to the services delivered.
- 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.	2016
Award of Contract:	2016
Commence Work or Deliver Products:	2016

16. HIDALGO COUNTY HOLIDAYS:

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanksgiving Day	11/24/16-11/25/16
Christmas Day	12/23/16-12/26/16
New Year's Eve	12/30/16

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All Respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the Respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of~~

~~satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, 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-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to moises.salazar@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful Respondents' 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. 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.

23. Minimum Standards for Responsible Prospective Respondents: A prospective Respondent must affirmatively demonstrate Respondent's qualifications and 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.

24. 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 Respondents' 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 Countys' civil service system.

25. Any contract award to a successful Respondent will be in effect until (a) the contract expires, (b) delivery and acceptance 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. County reserves the right to terminate contract immediately in the event of breach or default by successful Respondent, or 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 contractual requirements.

27. Indemnities

a. Successful Respondent shall defend, hold harmless and indemnify County and its officials, officers, employees and agents ("Indemnified Parties") from and against all claims, actions, liabilities, losses, and expenses, including attorneys' and experts' fees, costs and other expenses of litigation, incurred by such Indemnified Parties (the "Claims") to the extent caused or alleged to be caused by (i) any negligent acts, errors or omissions of the successful Respondent or its employees, agents, representatives, consultants of any tier, or any other person acting by, through or under successful Respondent in performing under any contract that may result from qualification award, and (ii) successful Respondent's breach of any contract that may result from qualification award. Successful Respondent's indemnity obligations shall remain binding even in circumstances in which the

Indemnified Party is concurrently negligent.

b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS AGAINST ANY INDEMNIFIED PARTIES FOR THE PERSONAL INJURY OR DEATH AT THE PROJECT SITE OF AN EMPLOYEE OF THE SUCCESSFUL RESPONDENT OR ITS CONSULTANTS OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR ESTATE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (REFERRED TO HEREIN AS AN "EMPLOYEE INJURY CLAIM"), REGARDLESS OF THE NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR OTHER DUTY OR FAULT OF THE COUNTY OR THE INDEMNIFIED PARTIES.

c. TO THE FULLEST EXTENT PERMITTED BY LAW, SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ASSERTED AGAINST ANY INDEMNIFIED PARTIES FOR OR INCONNECTION WITH AN INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS BY OR THROUGH THE SUCCESSFUL RESPONDENT OR ITS CONSULTANTS OF ANY TIER.

d. The indemnification obligations assumed in this Agreement shall not be limited by the type of damages or a limitation on the amount or type of insurance coverage maintained by successful respondent.

e. The defense obligations shall be carried out by legal counsel acceptable to the County acting through its County Judge.

28. Services provided under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Services found to be defective or not meeting requirements shall be corrected by successful Respondent within two business days at no expense to County.

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 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.

31. 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.

32. Respondents must provide **all** documentation requested with this RFQ in their response. Failure to provide this information may result in rejection of the qualification as nonconforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Program Management Services for New County Courthouse"

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 the selection process.

Respondent agrees that its SOQ 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

PROGRAM MANAGEMENT SERVICES FOR NEW COUNTY COURTHOUSE

RFQ No.: 2016

The County of Hidalgo will be accepting Statements of Qualifications ("SOQ") from qualified firms for Program Management Services for New County Courthouse. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Program Management Services for New County Courthouse"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ number 2016, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto HidalgoCounty.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the Respondent's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of Respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN_____, 2016 at 5:00 p.m. Responses will be sent to all applicants by _____, 2016.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.**Please sign the original in blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful Respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the SOQ, as well as the anticipated Scope of Services are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted SOQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section of the SOQ should demonstrate the Respondent's understanding of the Project needs, the services required, and any local issues or concerns.

The development of a project such as the Courthouse Project is an uncommon occurrence for the County. Accordingly, the County does not employee fulltime professionals or staff necessary to provide the County's program management necessary for a development of this scale. The overall objective is to provide Program Manager ("PM") services encompassing planning support, community outreach, design management, construction project management, field inspection services, warranty management and asset preservation,

project controls, administration and compliance monitoring of funds or other related services for the Project. It is imperative that the implementation of the Project be completed on schedule and within budget. The selected firm and its key personnel must have PM experience in the management and execution of similar major, public, capital improvement that involve construction. It is not necessary that the experience be courthouse specific, but such experience is relevant.

This description should be concise, candid and limited to 3 pages in length.

FIRM QUALIFICATIONS: This section of the SOQ should address how the selected PM will act as County's advocate and represent the County in managing the Project development process.

The successful Respondent must demonstrate a highly qualified ability to accomplish the objectives of this RFQ. Additionally, the successful Respondent must demonstrate a deep understanding of strategies to achieve a high-performing building development process and physical building that shall be accomplished within the Project budget.

The PM must be experienced in and capable of providing the following services generally described below and in the Scope of Services. The County may in its discretion choose not to procure some portions the following or Scope of Services and may request other services not listed below.

Summary of Scope of Required Services:

a. Management of Design Phase: The PM shall be responsible for providing project management of the remaining portions of the design phase and support the development of scopes of construction work to be included in design review and construction packages.

b. Management of Overall Task Sequencing: The PM shall be responsible for developing of a Gantt chart or similar device with sufficient detail to establish the overall sequence of Project elements and timing for completion of each element and the overall Project

c. Management of Construction Phase: The PM shall be responsible for providing project management of the construction phase.

d. Field Inspection Services: The PM shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, quality and other CMAR contractual requirements.

e. Project Controls: The PM shall be responsible for coordinating with the appropriate persons to manage the processing of schedules, design deliverables tracking and distribution, invoices, contracts, change orders, amendments and other controls to develop systems that result in the delivery of work and services on time and in budget.

f. Project Close Out: The PM shall be responsible for assisting in the preparation of documentation for close¬out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The PM shall be responsible for all necessary financial reports.

g. Temporary Facilities: The PM may be responsible for management of temporary locations as needed for swing space.

Phases of Activities

The PM is expected to provide PM services during the following phases of the Project:

a. Design Development Phase
b. Construction Document Phase
c. GMP and Procurement Phase
d. Construction Phase
e. Commissioning and Activation Phase
f. Contract Closeout Phase

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.

PERSONNEL AND STAFFING: The SOQ should provide an organizational chart for the proposed Project personnel and a summary paragraph of the Project services 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. A statement should also be included about such personnel's education, training and experience related to the services to be provided. There is a one (1) page limitation for each biographic summary provided.

ADDITIONAL INFORMATION REQUIRED

Additionally, the SOQ should include, but not limited to the following information:

a. Firm name, address, phone number and person to contact regarding the SOQ;

b. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services, especially those for public governmental entities. This should also include the following information:

- Evidence of achievements acquired by PM staff;
- Representative PM experience relevant to the Project;
- List of projects within the last five years for projects similar to Project;
- 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;
- Statement of the ability to commence services immediately after successfully negotiating a contract for services;
- Familiarity with and experience in the geographical area of the Project; and
- Statement regarding achievement of MWBE goals.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL

The fee will be negotiated in accordance with the Professional Services. Procurement Act, Tex. Govt. Code Arm. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

1. GENERAL PROJECT DESCRIPTION

The County of Hidalgo, Texas ("County") is developing a replacement courthouse ("Project"). It is anticipated that the Project building will include approximately 500,000 square feet, 24 courtrooms, District and County Clerks' offices, other offices and room for expansion.

A proposal was submitted in response to an RFQ from a design team comprised of EROS/HDR/Halff and Balfour Beatty submitted a schematic design. A copy is attached for information about the Project parameters, **Exhibit ____**. Subsequently, a team led by HOK prepared a peer review and suggested an alternative design, which is also attached, **Exhibit ____**. These documents provide the basic characteristics of the facility being developed, which is now at the Schematic Design Phase level. The Architect of record has not been selected.

2. SCOPE OF SERVICES:

This RFQ is intended to obtain PM services in accordance with all applicable law pertaining to the procurement of professional services and the requirements of this RFQ. The Respondent should recommend any tasks and services it thinks advisable in addition to those described below and any services it considers inefficient and unnecessary for this Project.

2.1. Responsibilities and Deliverables

The PM's Responsibilities and Deliverables for the Project may include, but are not limited to, the following.

2.1.1. Responsibilities:

a. Provide personnel and managers to which the County has no reasonable objection who have the education, training and experience to carry out the scope of services required for a successful project.

b. Develop a Program Management Plan with County input that defines Project requirements and goals. This document will provide guidelines for the Project stakeholders' activities and provide, without limitation, strategies for accomplishing such requirements and goals.

c. Develop media and PR documents, websites and events under the direction of Commissioners Court's authorized representative.

d. Develop project controls for managing the development of the Project on behalf of the County, which shall include, without limitation, controls for construction and other documents, financial matters, quality and inspections, administration of contracts, compliance monitoring and close-out.

e. Develop a master schedule that is continuously updated and coordinated with professionals', CMARs' and subcontractors' schedules, submittal schedules, inspection schedules, permit schedules, and occupancy schedules. Provide recommendations for schedule modifications to complete the Project on time and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.

f. Assist with Project budget development. Develop master budgeting tools and controls. Obtain and monitor design-to-budget estimates for each design review issuance and bid package. Provide recommendations for modifications to complete the Project within budget and factors to consider in making any

modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.

g. Monitor professional services and administer their contracts with the County to ensure delivery for periodic reviews within the established schedule and cost parameters and in compliance with quality assurance requirements. . Consult and advise on construction cost versus long term maintenance cost choices as the design develops. Provide timely professional service communications. Develop and implement appropriate recovery strategies when management objectives are at risk

h. Develop and implement strategies to implement and maximize the value of Construction Manager at Risk ("CMAR") Project delivery, possibly including fast-track delivery techniques and multiple construction document packages, which would enhance the building program goals of high quality buildings delivered on time and within budget.

i. Assist the County in providing regular reports to Commissioners Court, County officials and personnel, the City Council of Edinburg and other stakeholders and in administering and facilitating agreements between the County, the City Council of Edinburg and other stakeholders.

j. Assist the County as required in program financial or programmatic audits.

k. Evaluate and review any design errors and omissions that breach the applicable professional standard of care, rendering professional opinions to County and assisting County in recovery efforts if necessary.

l. Monitor during design and construction compliance with all federal, state and local applicable environmental requirements, standards, building and accessibility codes, ordinances, flood and drainage requirements and regulatory requirements.

m. Manage the submittal and obtaining all required documents for approval by Federal, State, County, City, and flood district and other governmental agencies having jurisdiction over the Project.

n. Provide document quality assurance/quality control reviews.

o. Verify that all addenda have been incorporated into the final plan set prior to start of construction.

p. Organize and conduct a pre-construction conference. The agenda will cover, without limitation, site organization, communications, coordination, correspondence, submittals, meetings, requisitions, change orders and schedule. The conference will include all project stakeholders including the County representatives, the architect and consultants and the CMAR.

q. Monitor and assist in construction document dissemination.

r. Support and assist CMAR in the construction program procurement plan and schedule.

s. Provide a full-time site representative for inspections and other activities.

t. Provide project management of construction activities. Conduct and lead regular jobsite meetings, oversee quality assurance testing and inspection programs and monitor contractor and subcontractor work for deficiencies. Maintain copies of all contract documents, RFI's, ASI's, submittals, change orders, pay applications, and other documentation. Monitor contractor and subcontractor safety programs. Monitor communication, processing and documentation of same.

u. Report potential budget and schedule variances and monitor implementation of recovery plans to achieve on-time Project completion.

v. Monitor and inform the County of Project cash flow.

w. Ensure that all contract drawings, terms and conditions are adhered to during the construction phase.

x. Validate accuracy and supporting documentation of pay applications of architect and other consultants such as testing firms.

y. Monitor CMAR work quality and compliance with the terms of the contract and the quality level expected for the Project in a manner coordinated with on-site activities of the design professionals. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. Work with architects to assist in monitoring the quality of the work being performed and ensure the CMAR maintains the quality expected as well provide any corrective action required for any identified deficiencies. Monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing and on-site testing. Develop monitoring and tracking procedures to be followed by all testing inspection consultants. **The PM shall not interfere with or take on any control over any construction means, methods, sequences, techniques or safety programs of CMAR or its subcontractors or suppliers.**

z. Participate in and make recommendations on the issuance of the certificates of substantial completion and conduct final inspections with County personnel.

aa. Participate in and make recommendations on the issuance of the certificate of final completion.

bb. Ensure that the efforts of County departments are coordinated with the on-site CMAR activities.

cc. Manage and facilitate the implementation of all commissioning processes and guidelines throughout the Project duration.

dd. Assist in coordinating furnishings, fixtures and equipment installation as requested by the County and Project move-in.

ee. Administer post construction close-out, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals, warranties and as-built drawings.

ff. Expedite final Project close out and approval for final payment to CMAR and assist in all post construction dispute resolution as necessary.

2.1.2. Deliverables (including, without limitation)

a. Organizational chart for managers and key County and PM staff of the Project with biographical information of all PM personnel and managers.

b. Program Management Plan.

c. Task sequencing plan.

d. Project Controls.

e. Master Schedule.

f. Master budgeting tool and controls.

g. Cost estimating documents and controls.

h. All reports, charts and controls generated in performance of Project Responsibilities.

i. Full-time site representative.

j. Regular reports on Project’s progress including, but not limited to, Project cost, schedule, cash flow projections, change orders and work status.

k. Project controls, performance and management metrics and related reports to assure all activities proceed on schedule, within scope, within budget and at quality levels agreed to.

l. Within 30 days of contract award, submit a contractor outreach and public

communication plan that encourages participation of MWBE involvement throughout the services assigned to the PM and periodic reports on reaching goals.

m. Check-list for each design submittal to ensure that the County has considered all applicable issues and the most current information is delivered to CMAR.

n. Document issuance controls.

o. Daily project field reports of all the details of the work including, without limitation, weather, manpower, CMAR equipment, material and equipment deliveries, general description of work being performed, presence of design professional perform contract administration duties, assessments of quality and workmanship and location Issues and areas of concern or critical to job progress in both electronic and hard copy forms.

p. Project progress photos.

q. Reports on completion of CMAR's punch-lists and substantial completion inspections.

r. Recommendations, reports and documentation on any change orders and claims by the CMAR or its subcontractors

s. Delivery of all as-built drawings, warranties and Project service documentation to County for record keeping purposes.

3. CMAR PAY APLLICATION PROCESSING

The PM will develop and implement a two-step process for the review and approval of monthly CMAR payment applications and will process the final application for payment.

3.1. During the final week of each month, PM will conduct a payment application review meeting to include architect and CMAR for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

3.2. A second meeting will be held with the contractor to review the corrected payment application. If acceptable, PM will recommend approval to the architect and County. If changes need to occur, PM will work with the CMAR to get all changes made as soon as possible for acceptance.

3.3. PM, with input from architect, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims. Once PM, together with the architect, is satisfied that all contractual obligations have been met will recommend approval and submit to the County the final pay request.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The respondent's SOQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The evaluation system consists of a 100-point system.

1. Professional Qualifications (25 Points)

The Respondent must demonstrate a highly qualified ability to accomplish the objectives of this RFQ and a deep understanding of strategies to achieve a high-performing building development process and physical building that shall be accomplished within the Project budget and schedule. The Respondent must demonstrate that it is experienced in and capable of providing the services described in the Scope of Services.

The Respondent must demonstrate its qualifications and experience in providing the types of services that will be required:

a. Management of Design Phase: The PM shall be responsible for providing project management of the remaining portions of the design phase and support the development of scopes of construction work to be included in design review and construction packages.
b. Management of Overall Task Sequencing: The PM shall be responsible for developing of a Gantt chart or similar device with sufficient detail to establish the overall sequence of Project elements and timing for completion of each element and the overall Project
c. Management of Construction Phase: The PM shall be responsible for providing project management of the construction phase.
d. Field Inspection Services: The PM shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, quality and other CMAR contractual requirements.
e. Project Controls: The PM shall be responsible for coordinating with the appropriate persons to manage the processing of schedules, design deliverables and distribution, invoices, contracts, change orders, amendments and other controls to develop systems that result in the delivery of work and services on time and in budget.
f. Project Close Out: The PM shall be responsible for assisting in the preparation of documentation for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The PM shall be responsible for all necessary financial reports.
g. Temporary Facilities: The PM may be responsible for management of temporary locations as needed for swing space.

2. Experience of Project Team and Ability to Commit Resources (25 Points)

The Respondent must demonstrate that its key personnel that would be assigned to the Project are well qualified by education, training and applicable experience to competently carry out the goals and requirements stated in the RFQ.

The Respondent must provide an organizational chart for the proposed Project team and a summary paragraph of the Project services each would perform. The Respondent must designate experienced technical staff to completely and efficiently perform the Services, either through their own personnel or consultants. The Response must identify the Project team composition, Project leadership, reporting responsibilities and address how consultants would fit into the team structure. Biographical summaries

that highlight the experience relevant to the specific Project responsibilities should be provided for all proposed personnel. A statement should also be included about such personnel's education, training and experience related to the services to be provided. There is a one (1) page limitation for each biographical summary provided.

The Respondent must provide assurances of how its qualified team members would be committed to this Project, full- or part-time. Such information should also describe other of Respondent's resources that would be available and committed.

3. Experience and Availability (20 Points)

The Respondent must have adequate experience as PM for varied projects of a similar nature and scope and shall be registered to do business in the State of Texas. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications and experience need not consist of continuous work but may be made up of discontinuous periods of full-time services with cumulatively equivalent years of experience.

- Minimum Qualifications - The Respondent must have been PM for two (2) different types of projects and must have been personally involved with 50% of the technical development of the projects;
- Preferred Qualifications - The Respondent must have been PM for five (5) different types of projects and must have been 85-100% involved with the technical development of the projects.

4. Understanding of the Project (20 Points)

The SOQ shall:

- Demonstrate an understanding of the Scope of Services
- Address appropriate Federal/State/Local regulations and policies
- Identify information to be gathered or obtained.

The SOQ shall be clear, well organized, easy to evaluate and appropriate to this RFQ.

- Minimum Qualifications - The SOQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.
- Preferred Qualifications - The SOQ must address the proposed approach to complete the Scope of Services and identify information to be gathered or obtained and how it would be used in addition to the minimum qualifications.

5. Familiarity With Applicable Rules and Regulations (10 Points)

The SOQ must indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

- Minimum Qualifications - The SOQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
- Preferred Qualifications - Suitable examples of previous projects completed in the area by the PM in addition to the minimum qualifications.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners Court's approved number one ranked firm.

1. The number one ranked firm will be asked to submit (as part of those negotiations) a definitive "Scope of Service" including proposed fees and expenses.

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including respondent's confirmation of compliance with all requirements including, without limitation, insurance requirements) for consideration and final approval.

If negotiations with the number one ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one ranked firm and commence with the next highest ranked firm.

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Fwd: DRAFT RFQ for Courthouse Program Manager

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 09, 2016 12:26 PM

Subject : Fwd: DRAFT RFQ for Courthouse Program Manager 4 attachments

To : Steve Crain <scrain@atlashall.com>

Cc : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>, Michael Leo <michael.leo@co.hidalgo.tx.us>, erika zamora <erika.zamora@co.hidalgo.tx.us>

Mr. Crain:
At the request of Hon. Ramon Garcia, County Judge, he is asking for your review and comment as to form of the draft RFQ document provided by Hon. John Hawkins, Porter Hedges, LLP. Some comments about the draft attached documents:
1. We have provided you both the relined and non-relined formats;
2. After discussions with Hon. Hawkins, we most likely need to re-insert the Davis Bacon Provision as HC does not have a department or man power to undertake the task of compliance with the statute.
3. A scoring sheet is not included as Hon. Hawkins wishes to have HCCC accept the Evaluation Criteria contained in the draft before transferring it to a Scoring Sheet
4. We will be receiving [sometime today] a draft customized "Exhibit C" Insurance Requirements [at the Judge's request] so as not to delay the procurement of the Program Manager Project;\

In addition, Judge Garcia wishes you to attend Monday's Workshop. We held a conference call with the Hon. Hawkins this morning. Part of what discussed is summarized below:
1. An OCIP would require 2 parts:
Part 1-An insurance expert to develop, explain, educate and recommend the amount of coverage required and write the RFP or RFB to buy the insurance;
Notes: As I pointed out to the participants of the conference call [Hawkins, Michael & Erika] that although they had provided a potential expert, HC has a policy of not allowing a consultant to also participate in the procurement of same. Mr. Hawkins believed that the vendor they knew would prefer to participate in the bid. So what emerged was an idea of exploring someone like Mr. Looney, Alamo Ins. of considering the consulting services [HC would exempt the service] as he knows that Alamo would be precluded from bidding on the project. We all agreed that unless you can agree that it is a professional service that can be exempted, HC would defer to your recommendation on the option.

2. So the OCIP would either be a 2 separate procurement projects or 1-Exemption and 1-Insurance Bid.

TO ALL AS WELL:
I am attempting to incorporate all of these issues into the Workshop Agenda which must be posted by tomorrow morning by no later than 9:30am. I have attached a rough draft for your review and comment as well as those of the Judge, Michael & Erika. I await your responses.

Yours truly,
Marty Salazar

PS. Mr. Crain: May I suggest any specifics on these issues, you may want to discuss with Judge Garcia [given the urgency and time constraints] directly.

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 9, 2016 11:17:37 AM
Subject: Fwd: DRAFT RFQ for Courthouse Program Manager

Ms. Marty:

Attached is the RFQ Packet with and without redlined.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, June 7, 2016 2:13:13 PM
Subject: Re: DRAFT RFQ for Courthouse Program Manager

Ms. Marty:

Attached is the RFQ Packet without the redlined.

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: "John R. Hawkins" <JHawkins@porterhedges.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Michael Leo" <michael.leo@co.hidalgo.tx.us>, "roberto villarreal (roberto.villarreal@co.hidalgo.tx.us)" <roberto.villarreal@co.hidalgo.tx.us>, "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Cc: "David D. Peden" <DPeden@porterhedges.com>, "Laura C. Folk" <LFolk@porterhedges.com>
Sent: Sunday, June 5, 2016 12:58:04 PM
Subject: DRAFT RFQ for Courthouse Program Manager

All:

The initial draft of the Request for Qualifications – "Program Management Services for New County Courthouse," through Exhibit A is attached for your review. Both clean (in Word) and redlined (in PDF) are included.

We have a few comments:

1. As we have discussed before, the County should discuss having a global insurance and bond program for the entire project with a broker who is well-versed and experienced in insurance for design and construction projects. We have and can again submit the name of such a person with whom we have worked to provide advice. The insurance program will then have to be reflected in all the contracts, including the attached. Thus, we did not revise or comment on the insurance requirements, except to say here that $1 MM in PLI is inadequate.
2. Exhibit B will need to be changed to reflect the revised selection criteria. We did not want to do this until the County agrees to the revised criteria.

3. Exhibit numbers for the attachments of the architects' submissions need to be added in Exhibit A, page 6.
4. We should discuss commissioning. In general, this is a service that involves the PM more deeply into the project, from design all the way through system start up and operation. Commissioning is not included in the draft. We wanted you to be aware that it is an option, although expensive.

There will undoubtedly be some additional fine-tuning, and we stand prepared to get this done. I will be out of the office most of Monday, but we can set a time Monday afternoon to talk by phone if you like. Please just let me know a convenient time.

Thanks,
John

PORTER HEDGES LLP

John R. Hawkins
Partner
jhawkins@porterhedges.com
t (713) 226-6621
f (713) 226-6221

Porter Hedges LLP
1000 Main Street, 36th Fl.
Houston,Texas 77002
www.porterhedges.com

Web Site | Bio | V-card

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From : purchasing@co.hidalgo.tx.us Thu, Jun 09, 2016 11:18 AM
Subject : Message from "RNP00267387E6A6" 1 attachment
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 06.09.2016 12:18:24 (-0400)
Queries to: purchasing@co.hidalgo.tx.us

20160609121824150.pdf
58 KB View Download

image001.jpg
8 KB

PROGRAM MGT SERVICES FOR NEW CO COURTHOUSE-RFQ PACKET-REDLINE DRAFT.pdf
9 MB

PROGRAM MGT SERVICES FOR NEW CO COURTHOUSE-RFQ PACKET-DRAFT.pdf
186 KB

EXHIBIT "C"

Insurance Requirements

Program Manager

The proposer awarded the Contract shall furnish proof of insurance 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 and afterward as indicated. Proposer shall also provide certificates of insurance of any consultants to be retained.

Minimum Insurance Coverage

1. **Professional Liability Insurance:**limits of at least $10,000,000 per claim/annual aggregate

a) Term: through Contract period plus coverage for five years following Substantial Completion

b) Include waiver of subrogation

c) Include combined pollution liability coverage with $3,000,000 limit

2. **Comprehensive General Liability Insurance:**

a) $5,000,000 per occurrence/aggregate for all coverages through lead policy alone orin combination with form-following excess policy

b) Include:

i. Products, completed operations, contract liability

ii. County named as additional insured

iii. Waiver of subrogation

iv. Insured contracts

v. Electronic data liability

vi. Primary and non-contributory

c) Policy providing additional coverage to all underlying liabilities of County.

3. **Automobile liability Insurance**:

a) $5,000,000 per accident

b) Coverage should include injury to or death of persons and property damage claims

c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth above

d) County named as additional insured

e) Waiver of subrogation

4, Workers Compensation Insurance

a) 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.*

b) Employer's Liability limit $5,000,000 each accident or disease

c) Waiver of subrogation

5. Excess Liability Insurance

a. Excess to CGL, Automobile and Employer's Liability

b. Not less broad to policies to which it is excess and form-following

c. Have same inception date as CGL, Automobile and Employer's Liability

d. Includes duty to defend

6. Additional Requirements

a. Hidalgo County will only accept certificates of insurance on an Accord form (as attached hereto), and County shall have the right to inspect the policies of all insurance required herein.Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor.

b. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, unless otherwise specified. Any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the expiration or cancellation of any such coverage. The Contract may be suspended upon the cancellation, or other termination, of any required insurance coverage hereunder, at County's sole option, 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 may terminate at County's sole option.

Possible Alternative insurance Coverage

The final insurance programs and requirements for the Project are not established as of the date of this document. The County may require participation in an owner controlled insurance policy. Such a policy may include a professional liability teaming policy for the stakeholders providing professional services.

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Fwd: Language Re: Insurance on PM RFQ 014474/1

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 09, 2016 05:48 PM

Subject : Fwd: Language Re: Insurance on PM RFQ 014474/1 1 attachment

To : Steve Crain <scrain@atlashall.com>

Cc : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Proposed language for a customized "Exhibit C" - Insurance Requirements for Program Manager Services
Marty

----- Forwarded Message -----
From: "John R. Hawkins" <JHawkins@porterhedges.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "erika reyna" <erika.reyna@co.hidalgo.tx.us>, "roberto villarreal" <roberto.villarreal@co.hidalgo.tx.us>, "Martha Salazar (martha.salazar@co.hidalgo.tx.us)" <martha.salazar@co.hidalgo.tx.us>, "David D. Peden" <DPeden@porterhedges.com>
Sent: Thursday, June 9, 2016 5:32:36 PM
Subject: RE: Language Re: Insurance on PM RFQ 014474/1

Please see attached. This would be refined by an insurance advisor.

-----Original Message-----
From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Thursday, June 09, 2016 11:36 AM
To: Hawkins, John R.
Cc: erika.reyna@co.hidalgo.tx.us; roberto.villarreal@co.hidalgo.tx.us
Subject: Language Re: Insurance on PM RFQ

I know you sent some language yesterday, but while we were on the teleconference earlier you stated we could have some insurance requirements now ($5 or $10M), and we will be working on an owner controlled insurance policy .....

Can you send us some language in line to what you referenced this morning on the phone call please?

Michael Leo

2016-06-09 Revised Exhibit C - Insurance for PM RFQ for Courthouse.DOCX
17 KB

UT System
Office of HUB Programs

By attending this workshop you will learn:

- What is ROCIP
- The benefits of ROCIP
- How ROCIP works
- How ROCIP affects you as the sub-contractor
- ROCIP Enrollment process

For more information, contact Orlando Castaneda @ (956) 665-7557 or e-mail at ocastaneda@utrgv.edu

ROCIP
Rolling Owner Controlled Insurance Program

Wednesday, June 22, 2016

UTRGV
Procurement & Technical Assistance Center
1407 E. Freddy Gonzales Drive
CESS Building, Room 1.118
Edinburg, Texas 78539
4:00 p.m. - 7:00 p.m.
Refreshments will be provided
Cost: FREE

Partners:

UT System Office of HUB Programs

UT System Office of Facilities Planning and Construction

Rio South Texas Procurement & Technical Assistance Center (PTAC)

The University of Texas Rio Grande Valley

Registration deadline: 5:00 pm on Monday, June 20, 2016

Click on link to register:

Registration Form

If you have any questions, please contact Orlando Castaneda at 956/665-7557 or ocastaneda@utrgv.edu.

AI-54854

Purchasing Department 17. A. 2.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Authority to advertise an Request for Proposal and approval of procurement packet RFP-#2016-235-07-27 as developed and drafted [with cooperation and input by Hidalgo County staff: Budget Office, Benefits & Purchasing Depts.] by Gary Looney from Hidalgo County's Group Health Program consultants, Brown & Brown Lone Star Insurance Services, dba, Alamo Insurance Group;

B. Acceptance and approval of a Non-disclosure Form for the purpose of data gathering from Hidalgo County's current Prescription Benefit Manager-PBM. Prime Therapeutics with authority for County Judge to execute.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Fiscal impact at this point would be the advertising costs for RFP.

Attachments

RFP 2016-235-07-27-Procurement Packet

email

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/09/2016 01:43 PM
Budget & Management	Veronica Ortiz	06/09/2016 02:21 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Marty Salazar Started On: 06/01/2016 01:19 PM

Final Approval Date: 06/10/2016

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DATE: June 27, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY DEPARTMENT**
Request for Proposals -**"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"**
RFP NO: 2016-235-07-27-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

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
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources)
"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"
RFP NO: 2016-235-07-27-YZV

ITEM	DESCRIPTION	NO. OF PAGES
1.	**Request for Proposal Letter**	**1**
2.	**Request for Proposal , Legal Notice**	**8**
3.	**Exhibit A, Requirements**	**7**
4.	**Exhibit A-1-Scope of Services/Terms & Conditions**	**20**
5.	**Exhibit B, Evaluation Form**	**1**
6.	**Exhibit C, Insurance Requirements,**	**4**
7.	**Exhibit D,CIQ Conflict of Interest Questionnaire**	**2**
8.	**Exhibit E, Proposer's Affidavit**	**1**
9.	**Vendor/Bidder Application and W-9 form**	**6**
10.	**Certification Regarding Debarment**	**1**

The above mentioned items shall be found in the Request for Proposal (RFP) 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

JUNE 13, 2016
Date

RFP NO: 2016-235-07-27-YZV	BUYER III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"
(All funding sources)

JULY 27, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1) Sealed proposals will be received for **Hidalgo County–"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.

2) **One (1) original and seven (7) copie**s of all RFPs are required, with the vendor'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, **RFP NO: 2016-235-07-27-YZV -Hidalgo County-(all funding sources) "THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JULY 27, 2116.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP NO: 2016-235-07-27-YZV - Hidalgo County (all funding sources)- "THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

Hidalgo County reserves the right to refuse and reject any/all proposals 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: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal 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(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 proposer, or to reject all proposals and re-advertise.

5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include

illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9) Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10) County reserves the right to accept or reject any or all proposals.

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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) <u>DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

16) <u>BILLING AND PAYMENT INSTRUCTIONS:</u>

- Invoices must include:
  a) Name and address of successful proposer

b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation-"**Hidalgo County- "THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.	July 27, 2016
Award of Contract:	
Commence Service or Products:	January 01, 2017

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 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 participants are 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 proposal, and prior to commencement of the actual work, the proposer 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, 2016**, 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer 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.

Complete Form CIQ must be sumitted to the Hidalgo County Clerk's Office located at 100 North. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. 2016-235, as shown on the packet. Once completed and filed with the**

Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22) If, during the life of any contract or proposal awarded, the successful proposer'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.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

25) Successful proposer 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 proposers' 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.

26) Any contract award to a successful proposer 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.

27) 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

28) Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

29) Successful proposer 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 Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful proposer 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.

32) Proposers shall provide with the proposal 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.

33) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY
(all funding sources)
"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBITS/ATTACHMENTS LIST

THIRD PARTY ADMINSTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP No.: 2016-235-07-27-YZV

EXHIBIT A

- Overview of Project — Page 1
- Section I-General Terms and Conditions — Pages 2,3, & 4
- Section II-RFP Requirements — Pages 5 & 6
- Section III- RFP Selection and Schedules — Page 7

EXHIBIT A-1 – Scope of Services

- Background Information — Page 1
- RFP Assumptions — Page 2,3,4,5,6,7,8 & 9
- Third Party Administration (TPA) — Page 10,11,12 & 13
- Pharmacy-Administration Services Only (ASO) — Page 14,15,16&17
- Group Term Life and Accidental Death & Dismemberment — Page 18,19 & 20

EXHIBIT B-Evaluation

- Evaluation Criteria — Page 1

EXHIBIT C-INSURANCE

- Insurance Requirements — Page 1,2,3,4

EXHIBIT D-CIQ

- Conflict of Interest Questionnaire — Page 1,2

EXHIBIT E-PROPOSER AFFIDAVIT

- Proposer Affidavit of Non-Collusion — Page 1

ATTACHMENTS

- Current Census Data — I
- Claim Experience — II
- High Cost Claimants — III
- Lewis & Ellis Actuarial Reports — IV
- Blue Cross Financial Summary Reports — V
- Prescription Benefit Manager Cost Analysis Spreadsheet — VI

REQUEST FOR PROPOSAL

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

RFP NO: 2016-235-07-27-YZV

EXHIBIT A

OVERVIEW:

The County of Hidalgo is seeking to engage Proposer's to furnish benefits for the **"Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully "**Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment**" Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of fully "**Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment**" Coverage as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, July 27, 2016. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** Provider(s) selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the **"Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** Provider(s) selected by Hidalgo County For Hidalgo County Appraisal District. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP NO: 2016-235-07-27-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2016-235-07-27-YZV
"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

INQUIRIES/QUESTIONS:
Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County Health Benefits Consultants, Alamo Insurance will assist Hidalgo County in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are not to directly contact Hidalgo County Health Benefits Consultant except through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us** BY NO LATER THAN **Wednesday, July 20, 2016** at 5:00 P.M. Responses will be sent to all applicants via email by **Friday, July 22, 2016 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP 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 or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
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.

DURATION OF CONTRACT: Effective date to commence is January 1, 2017. The term of the contract is for a three (3) year period, with County's option to renew on one of the following basis;

- Fixed Price for the three (3) year period, or
- Two (2) Annual renewal adjustments determined by formula at the time the contract is awarded; or
- One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to Hidalgo County. Rates to be firm by October 1, (90 days) prior to anniversary date)

DAVIS BACON ACT: (If applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer 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.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
    a. All information required by the proposal form shall be furnished.

    b. Specification price sheets, specifications and necessary information are attached in **Exhibit A-1.**

    c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked “ALTERNATE PLAN I, ALTERNATE PLAN II., etc.” Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.

    d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.

    e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions**. **It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly**

labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.

f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **JULY 20, 2016** to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-318-2629 or 956-292-7612
C/O Email to: yolanda.velasquez@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PERSONNEL AND STAFFING:
The proposers 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. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services.

PROPOSAL RANKING: Hidalgo County Health Benefit Consultant will evaluate the proposals utilizing the evaluation criteria outlined in "Exhibit B" attached herein Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

Hidalgo County Commissioner's Court, at its sole discretion, may elect (after the proposals have been reviewed, scored and evaluated and presented to Commissioner's Court for the purpose of ranking), to have participants make presentations in order to complete and finalize the ranking

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation consists of a **total point section system**. The participants will be ranked after evaluation. **RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.**

EXHIBIT A-1

SCOPE OF SERVICES/TERMS AND CONDITIONS

THIRD PARTY ADMINSTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP No.: 2016-235-07-27-YZV

Background Information

Hidalgo County (hereinafter referred to as HIDALGO COUNTY) is located in Hidalgo County, Texas. The majority of the 4,100 insured employees, retirees and COBRA participants participating in HIDALGO COUNTY's self-funded health benefit plan use the services of providers located in Hidalgo County, the current enrollments in the Health Plans are available on HIDALGO COUNTY's census attached.

Blue Cross Blue Shield of Texas has insured the Health Plan since February 1, 2008. Initially the plan was a fully insured plan but moved to a self-funded plan on February 01, 2005. The health plans have conformed to the requirements of the PPACA legislation for Grandfathered Health Plans.

The rate history for Blue Cross Blue Shield of Texas stop loss insurance coverage is available on the HIDALGO COUNTY's rate history attachment.

HIDALGO COUNTY desires to receive proposals for continuation of the self-funded health plan based on duplication of existing Plan of Benefits.

You may submit your proposal with the prescription portion of the RFP on a stand alone basis or combined the medical.

HIDALGO COUNTY
Request for Proposals
RFP No.: 2016-235-07-27-YZV

Individual Stop Loss Insurance (ISL)/
Request for Proposal Submission Form

RFP ASSUMPTIONS:

1. Proposal is to be based on duplication of the existing Plan of Benefits, unless otherwise specified, any deviation must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.

2. Proposal is to be based on the provided census.

3. Contract effective date is to be **January 1, 2017.** All participants enrolled in the insurance plan as of December 31, 2016 are to be covered on a "no loss/no gain" basis. "No loss/no gain" for participants are to include credit for accumulated deductible carry over and coinsurance.

4. HIDALGO COUNTY desires to receive proposals for a three (3) year period on one of the following basis:

   - Fixed price for the three (3) year period, or
   - Fixed price for year one (1) with two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
   - One (1) year contract with two (2) annual renewal options at rate and premiums deemed to be favorable to HIDALGO COUNTY. Rates to be firm by October 1 (90 days prior to anniversary date)

5. HIDALGO COUNTY will only consider stop loss insurance policies meeting the following:
   a) Specific Policy on a paid/12; or paid/15 basis for Medical and Drug (Rx). We do not wish to see an aggregating specific; however: a 24/15, Contract may be proposed.
   b) Medical and Drug (Rx) Specific Coverage with, $250,000, $300,000 deductible.
   c) Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data. The County will waive the requirements of HB 1627 (Title 8, Subtitle H Chapter 1550, Subchapter B Texas Insurance Code. However, the County is seeking firm and final quotes on Specific Coverage and Lasers.
   d) Completion of Insurance Company Quotation Document with all terms clearly listed
   e) Waive Actively at Work Provisions.

6. Renewal rate must be received by HIDALGO COUNTY at least 90 days prior to anniversary date.
7. Describe the business entity submitting the proposal:

Insurance Company Name: _____

Address: _____

Contact Person: _____Phone_____

Describe Financial Stability of Insurance Company:

Financial Rating Service	Current Rating	Prior Year Rating
A.M. Best		
Standard & Poors		
Moody's		

8. Provide three (3) Texas client references (preferably public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

PLEASE ANSWER QUESTIONS 9 THROUGH 11, IF STOP LOSS INSURANCE IS BEING SUBMITTED BY MANAGING GROUP UNDERWRITER OR OTHER BUSINESS ENTITY ACTING AS AGENT OR REPRESENTATIVE FOR ANY INSURANCE COMPANY.

Describe the business entity submitting the proposal:

a. Name of Business Entity:

b. Current Business Address:_____

c. Mailing Address:_____

d. Contact Person: _____

e. Telephone Number_____

f. Type of Business: _____Corporation _____General Partnership

_____Sole Proprietorship _____Registered Limited Liability Partnership

_____ Limited Liability Company

9. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes___ No ____

   If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

10. Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency? Yes____ No_____

    If yes, please provide a full description of the changes:

    _____
    _____

11. Has anyone representing the business entity submitting the response to this RFP been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes ____No_____

    If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

    _____
    _____

FINANCIAL INFORMATION:

1. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U. S. Bankruptcy laws during the preceding seven (7) years? Yes_____ No _____

   If yes, please describe:_____
   _____
   _____

2. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any dept under the U.S. Bankruptcy laws during the preceding sever (7) years? Yes_____ No_____

   If yes, please describe:_____
   _____
   _____

3. The business entity must provide satisfactory evidence of existing insurance coverage in the amount of $3,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

QUESTIONNAIRE

1. May HIDALGO COUNTY's Insurance Department speak directly to a claim examiner for questions related to payment of a claim? Yes_____ No_____

2. Are hospital audit charges, medical records, etc – considered eligible expenses related to investigation of claim? Yes_____No_____

3. May Hidalgo County independently negotiate with providers? Yes_____No _____

4. Will any claimant be excluded or assigned a higher deductible (lasered)? Yes____No_____

   If so, please describe:_____
   _____
   _____

5. Did you provide a Specimen Stop Loss Contract? Yes____No_____

6. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in HIDALGO COUNTY's medical plan document? Yes _____ No_____

   If so, please describe: _____
   _____

7. Are the active-at-work and disabled dependent provisions waived for the effective date of the contract? Yes_____ No_____

8. If Centers of Excellence are used for your transplant coverage, please provide specific information about facilities, cost and the procedures to be used: Please attach a benefit description or sample policy schedule with complete information about the benefit plan.

9. What period of time are quoted rates guaranteed? _____

10. Is a longer rate guarantee available? Yes_____ No_____

    If so, please describe: _____
    _____
    _____

11. Are quoted rates net of agent commission, incentives, bonus overrides? Yes___No____

OPTION 1: Hidalgo County is seeking bids that do not include agent commissions, incentive payments, or overrides.

OPTION 2: Agent commission must not exceed $80,000 for the contract period of one year for ISL or service related payments including all bonuses and/or additional payments.

12. Do quoted rates include advance funding for Specific Claims? Yes___No____

    If no, additional cost to provide: _____

    _____

13. Is your quote based on the services of a specific provider network? Yes___No___

14. Have you provided an in network guarantee? Yes____ No_____

15. Are you using a rental (wrap) network to fill gaps in your network? Yes____ No____

16. Do you consider the use of the wrap network as in network utilization or out of network utilization, i.e., do you report the wrap network utilization as PPO savings? Yes ___ No___

17. Do you retain any of the savings generated by utilization of the Wrap network? Yes____ No_____?

18. What percentage of out of network savings is retained by use of the wrap network? _____%

19. What is your estimate of the percentage of utilization of the "in network" wrap network?

20. Have you used the savings of the wrap network to reduce your administration fees? Yes___ No___

21. Are your discount guarantees based on exclusion of the wrap network experience? Yes___ No____

22. Do you use capitated contracts in your network? Yes___ No____

23. Are your fees and expenses based on a shared savings of in or out of network savings?

24. Did you quote a contract without using a shared savings estimate? Yes___ No___

25. If a PBM other than your corporately owned PBM is selected what adjustments would you make to your administrative fees?

    a. Increase administrative fees by _____%

    b. Increase PEPM by $_____.

    c. Other Adjustment?

26. Are there specific PBM that you are currently using that are acceptable partners with no additional fees required?

27. Do you accept Fiduciary Responsibility for claim payments?

BASIC PLAN				
	Number of Participants	Rates	Monthly Premium	Annual Premium
Incurred____ Paid_____				
$ Specific Deductible				
Single Family Composite				
Incurred _____Paid_____				
$ Specific Deductible				
Single Family Composite				
Incurred_____Paid_____				
$ Specific Deductible				
Single Family Composite				
Incurred____Paid_____				
$ Specific Deductible				
Single Family Composite				

HIGH PLAN				
	Number of Participants	Rates	Monthly Premiums	Annual Premium
Incurred___ Paid_____ $ Specific Deductible Single Family Composite				
Incurred___ Paid_____ $ Specific Deductible Single Family Composite				
Incurred___ Paid_____ $ Specific Deductible Single Family Composite				
Incurred___ Paid_____ $ Specific Deductible Single Family Composite				

THIRD PARTY ADMINISTRATION QUESTIONNAIRE

TPA ORGANIZATION:

1. Name, Address, City, State, Zip Code and Telephone Number of Firm. Is this a branch facility? If so, please identify the main office location.

2. Is your firm owned or operated by a parent company? If yes, please identify the parent and its primary business.

3. How long has your firm been in business doing medical claim adjudication?

4. Who are the principal officers in your firm? How long have they been in their positions?

5. How many claims processors are Full Time employees in your firm?
   a. How many claim processors will be appointed to service this account?
   b. How many years of experience do each have with medical claims processing?

7. Do you have bilingual claims personnel available to plan participants who call your office for customer service and/or claims processing?

8. How many clients do you perform claim administration services for?
   a. How many clients over 2,500 employees? ___
   b. How many clients over 500 employees? ____

9. Provide a copy of your Errors & Omissions coverage? A minimum of $3,000,000 is required.

CLAIMS ADMINSTRATION:

1. What are your claim office performance standards for claim accuracy and turnaround time? Please provide your performance guarantees.

2. Describe your internal audit procedures?

3. What edits and controls are used to avoid duplicate payments?

4. What safeguards exist to protect against claims abuse and fraud?

5. Describe your procedures for professional medical claims review as required by PPACA

6. Explain your hospital bill audit procedures.

7. Describe your procedures for tracking and reporting specific excess claims?

8. Explain how you handle subrogation and third party disbursements?

9. List the excess carriers which you are approved with for claims administration?

10. Do you provide a toll free number for claim inquiries?

11. What are your normal hours of operation to answer calls for claim inquiries?

12. Describe your customer service process when an employee calls with a claim inquiry.

13. If you have a separate customer service unit, what are your standards for:

    Answer Time: _____
    Abandon Rate:_____

14. Does your fee assume a first year claim lag? If so, what is the cost to purchase mature claim year administration?

15. Does your fee assume any excess loss carrier overrides? Do you receive overrides from any insurance carrier or any other source who is a vendor for the County Contract?

    The County requires that a TPA provider allow audits by County Personnel, or outside auditors to evaluate the performance of the administrator. The outside auditor shall be agreed to by both parties and may be fee paid or a contingency audit.

16. Do you allow audits by external auditors?

17. Do you allow contingency audits?

ELIGIBILITY SYSTEM:

1. How is an insured's eligibility assigned and maintained?

2. How often can eligibility information be updated?

3. Do you maintain information on each of the family members separately, as well as the employee?

4. How do you verify dependent eligibility prior to paying a claim?

5. What is your accuracy standard and turnaround time for loading new groups, updates, and changes?

6. Will you accept claim eligibility files from the County's Benefits Administration System. via weekly EDI feeds.?

7. _How much advance notice is required to establish an EDI eligibility file feed?

SYSTEM CAPABILITIES:

1. Are there any significant manual activities required to process claims?

2. Describe **briefly (one page)** your claims payment system, including hardware and software?

3. Do you own or rent your claim payment system software?

4. What percentage of your claims is currently accepted and 100% adjudicated?

5. What level (billed amount) is auto adjudicated?

BANKING ARRANGEMENTS:

1. Do you require the use of a specific bank for claim accounts? If so, please provide the name, address, and phone number of the bank.
2. Is an initial claims payment deposit required to establish banking arrangements?
3. Will you perform bank account reconciliations?
4. Are there any additional costs to the banking? (I.E.: — EFT charges, monthly charges, etc.)

UTILIZATION REVIEW:

1. What U.R. services are performed in-house?
2. What outside U.R. provider do you use? How long have you used them?
3. Indicate which U.R. services you have assumed in your proposal?
    - Pre Notification
    - Preadmission Review
    - Concurrent Review — On Site or Off Site
    - Retrospective Review Large Case Management
    - Discharge Planning
4. Can you accommodate Pre-Notification for the following? Specialty Care referrals
    - Home Health Care
    - Ancillary Services
    - Inpatient Surgical procedures
    - Outpatient Surgical procedures
    - Lab & X-ray procedures
    - Inpatient Mental Health and Substance Abuse
    - Outpatient Mental Health and Substance Abuse

PREFERRED PROVIDER ORGANIZATIONS:

1. Do you have capabilities to process PPO discounts in-house?
2. Which PPOs do you have access to processing in-house?
3. Can you install PPO discounts for direct contracts with providers? If so, what is the

charge?

4. How many different PPOs do you interface with currently? Who are they?

REPORTING:

1. Provide a list of reports available in your standard reporting package.
2. Can you generate customized reports? What is the charge?
3. How does your firm report claims to Excess Loss carriers?

GENERAL:

1. What is the cost for producing a plan document? Is it included in your cost assumptions?
2. What is the cost for producing a Summary Plan Description? Is it included in your cost assumptions?
3. Do you provide the SBC's as required by PPACA?
4. Do you provide the tax information required under PPACA?
5. Do you provide the W2 information as required under PPACA?
6. What is the cost of having the Plan Document and SPDs changed due to regulatory changes? Is it included in your cost assumptions?
7. Do you provide ID cards electronically or printed individual ID cards?
8. What is the cost for printing ID cards? Is it included in your cost assumptions?
9. Is there an initial set-up fee charged for the installation of our plan?
10. Please disclose any additional fees or expenses that are borne by the client.

PHARMACY— ADMINSTRATION SERVICES ONLY (ASO)

Please find the current prescription drug plan design in the medical plan summary attachment.

1. Please describe your retail pharmacy network (number of independents and number of chains;) including its relationship to you (e.g. owned or leased).
2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentists, will be covered by the pharmacy program.
3. Is the use of a formulary mandatory? Please attach a copy of the formulary you recommend for review.
4. Does the retail brand discount include savings from formulary, network spread, clinical savings, DUR savings?
5. Is the brand discount a hard discount?
6. Is the brand discount an average? Is it based on 11 digit NDC?
7. Is the brand discount at mail order based on 100 units or actual acquisition NDC?
8. Is the mail discount based on 11 digit NDC?
9. Generic pricing must be expressed as a discount off of AWP for overall generic effective rate at retail. We will NOT accept as pricing the term "MAC" without quantifying what that number represents and what the blend of MAC and NON-MAC drugs represent overall.
10. Is pricing for retail brand and overall generic effective rate guaranteed?
11. Your quote must include a traditional pricing model and a transparency full pass-thru model.
12. What is the discount for specialty drugs? What is the dispensing fee? Is the specialty drug program a pass-thru under a transparency model? Are supplies included in the pricing?
13. Please provide your definition of "generic". Also provide a definition of the generic included in the overall generic guarantee.
14. Does your plan include Step Therapy and a pre-authorization component to help control cost?
15. How are manufacturer rebates handled? Will Hidalgo County share in the rebates? If so, what percentage?
16. Do rebates have a minimum guarantee per claim? Per brand?
17. Are rebates paid quarterly? if not, when?
18. Under transparency pricing model, are rebates a 100% pass thru of Gross?

19. Will coverage of OTC impact rebates? If so, how much?

20. Do rebates survive termination? When are they paid after termination?

21. Are rebates paid on specialty drugs?

22. Do you contract directly with manufacturers for formulary rebates or do you use another PBM? If yes, who handles?

23. Please describe how the drugs for the formulary are selected, and who is responsible for the selection.

24. Do you own your own mail service? If not, who do you sub-contract with and do you retain revenue?

25. Do you own your own Specialty Pharmacy? Or subcontract? If yes, who handles specialty pharmacy?

26. What is the average turnaround time for mail order pharmacy?

27. Can mail order pharmacy be ordered on-line?

28. Does the PBM allow 90-day fills at retail in addition to mail order? If so, what contracted pharmacies participate? What is the discount to Hidalgo County for a 90-day network?

29. Do you offer alternatives in the pharmacy program that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.

30. Please explain your Drug Utilization Review process for these programs:

    a. Prospective
    b. Concurrent
    c. Retrospective

31. Please submit a sample of your standard reporting package. Attach samples of your standard reporting package that is included in your quote. Please note if your paid claims numbers are based on paid or incurred claims figures.

33. How do you propose getting members to look at alternative brands that have generics available and do your manufacturer contracts preclude you from providing this type of information to members?

34. What financial advantage would Hidalgo County gain if we limited the pharmacy network to several large chains? Could exceptions be made in outlying areas?

35. Is electronic billing available? Reports on line? Is an interactive website available? Can members compare pricing of drugs on line?

36. Will the PBM provide assistance with developing a communication piece?

37. Do your administration fees include the following:
    a. Postage (in D below)
    b. Claim forms
    c. ID cards, (medical/Rx combo cards?)
    d. Mailing to participants homes
    e. Customer service representatives specific to Hidalgo County.
    f. Mail order forms
    g. 1- 800 number to call center
    h. Standard report packages

38. Does your plan currently offer on-line access to claims and eligibility information for employees? Is there a separate charge for this to the plan?

39. Will any revenue be paid to a third party administrator for services, fees, disease state management or other vendor services by the PBM? Will all compensation to third parties be disclosed?

40. Will you audit the pharmacy data? Specifically, as a payor, what independent source will audit each and every claim? What are the fees associated with an independent audit?

41. Will you provide consultative modeling and forecasting annually?

42. Will a true-up of guarantees be performed annually? If so, when can Hidalgo County expect payment of true-ups above guarantees under transparency model?

43. Will the mail service provider provide to Hidalgo County copies of their suppliers (wholesaler or manufacturer) invoices showing net invoice for medications?

44. Will your firm detail its total revenue from all sources for administering the Hidalgo County pharmacy benefit plan and allow an independent audit by the Hidalgo County?

45. Complete the cost evaluation spread sheet provided. Mark the submission "proprietary information do not disclose"

46. Please explain your Specialty Drug Program.

47. Does your plan specialize in specific disease states?

48. Does your company offer assistance programs to offset Specialty Drug cost?

49. Why do companies do chose your PBM?

50. How do you manage increased trend cost?

51. You must disclose all costs associated with the plan including any bonus,finders fees, or any payments made to third parties not associated with direct administration of your plan.

PHARMACY - PROPOSED FEES

You must complete the cost comparison spread sheet provided. If not completed your bid will not be considered.

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP ASSUMPTIONS:

1. Proposal is to be based on the current benefits & coverage.

2. Quote is to be based on 4,000+ Active County Employees and all County Elected Officials. Retirees do not participate.

3. Age Reduction formula is to be the same as current or better.

4. County pays 100% of cost for Basic Life/AD&D.

5. Effective date is to be January 1, 2017. All participants enrolled in the Basic Life Insurance Plan as of December 31, 2016, are to be covered on a "No Loss/No Gain" basis. The County's enrollment records are to be the basis for "take-over."

6. Life insurance contract must include Waiver of Premium provisions prior to attainment of age 60 for duration of the disability.

7. The County desires to receive proposals for a three (3) year period on one of the following basis:
   - Fixed price for the three (3) year period, or
   - Fixed price for year one (1) with two (2) annual renewal adjustments determined by formula at the time the contract is awarded, oor
   - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the County

   County must be notified at least ninety (90) days prior to effective date of rate change.

8. Insurance company must have an A.M. Best rating of A- or better.

QUESTIONS:

1. Describe organization submitting proposal.

   a. Insurance Company Name: _____

   b. Address:_____

   c. Contact Person for Insurance Company: _____

   d. Telephone Number: _____ Email Address:_____

e. Contract Person for Insurance Agency:_____

f. Telephone Number:_____ Email Address:_____

2. Describe Financial Stability or Insurance Company.

Financial Rating Service	Current Rating	Prior Year Rating
A.M. Best		
Standard & Poor's		
Moody's		

3. Will the actively-at-work provision be waived for the effective date of the contract?
   Yes ___ No____

   Comment: _____

4. Does quote include Waiver of Premium? Yes ___ No____

   If so, please attach full description.

5. Does quote include accelerated death benefit for terminal illness? Yes ___ No____
   If so, please attach full description

6. Describe claim payment services:

   Where will claims be paid?

   Is a toll free number available for checking status of claim? Yes ___ No____

7. For what period of time are quoted rates guaranteed?

8. Is a longer rate guarantee available? Yes ___ No_____

   If so, please describe:

9. Is your policy convertible to a permanent life insurance product? Is the conversion rate based on standard policies offered to the general public or is it a special policy used for conversion purposes? Is there a charge back against the case for individuals who convert?

10. Please state any variations to RFP Assumptions or Qualifications in your proposal: Include any provisions favorable to County employees that other companies may not offer.

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

PREMIUM QUOTE:

Attach rate quote based on number of lives and insurance volume.

Company Name _____

_____
Authorized Signature

_____
Type (Print) Signatory's Name & Title

_____
Email Address

Exhibit "B"

EVALUATION CRITERIA

Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan Group Term Life and Accidental Death & Dismemberment

Scorring Grid for Hidalgo County Medical Plan Bid #	Max Points					
Section 1 Administration (Includes cost of ISL)	**3175**					
Section 2 Network Providers	**100**					
Section 3 Pharmacy	**900**					
Section 4 Technology	**90**					
Section 5 Wellness	**300**					
Section 6 Additional Services	**435**					
Total Points	**5000**					

EXHIBIT "C"

Insurance Requirements

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. 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.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. 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;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP 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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer: A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permit's, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER'S AFFIDAVIT
Exhibit "E"

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 County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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.

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: Prime_Hidalgo County_Alamo Insurance_NDA Draft 050316

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Jun 01, 2016 11:42 AM

Subject : Fwd: Prime_Hidalgo County_Alamo Insurance_NDA Draft 050316

To : Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us) <yolanda.velasquez@co.hidalgo.tx.us>

Cc : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

FYI!

----- Forwarded Message -----

From: "Gary Looney" <glooney@alamoinsgrp.com>
To: "Marty Salazar (martha.salazar@co.hidalgo.tx.us)" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 1, 2016 11:33:52 AM
Subject: FW: Prime_Hidalgo County_Alamo Insurance_NDA Draft 050316

Here is Steve's response on the Non-disclosure document.

Gary Looney

Alamo Insurance Group

3201 Cherry Ridge Drive, Suite D405 | San Antonio, TX 78230

voice 210.524.7104 | fax 210.524.7183

glooney@alamoinsgrp.com

NOTICE: Please be aware that you cannot bind, alter or cancel coverage without speaking to an authorized representative of Brown & Brown Lone Star Insurance Services Inc. dba Alamo Insurance Group.

CONFIDENTIALITY NOTICE
The information contained in this communication, including attachments, may contain privileged and confidential information that is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by return email or telephone immediately. Thank you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, May 17, 2016 4:35 PM
To: Gary Looney
Subject: RE: Prime_Hidalgo County_Alamo Insurance_NDA Draft 050316

Perfect. Thanks.

From: Gary Looney [mailto:glooney@alamoinsgrp.com]
Sent: Tuesday, May 17, 2016 3:43 PM
To: Steve Crain < scrain@atlashall.com >
Subject: RE: Prime_Hidalgo County_Alamo Insurance_NDA Draft 050316

Does this work?

"This Agreement is the entire agreement of the Parties regarding the disclosure and protection of Confidential Information between the Parties, and supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to such matters, with the exception of that certain Pharmacy Benefit Management (PBM) Agreement between Prime and Health Care Services Corporation AKA Blue Cross Blue Shield of Texas dated February 2010. "

Gary Looney

Alamo Insurance Group

3201 Cherry Ridge Drive, Suite D405 | San Antonio, TX 78230

voice 210.524.7104 | fax 210.524.7183

glooney@alamoinsgrp.com

NOTICE: Please be aware that you cannot bind, alter or cancel coverage without speaking to an authorized representative of Brown & Brown Lone Star Insurance

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is among **Prime Therapeutics LLC**, a Delaware limited liability company with a principal place of business at 1305 Corporate Center Drive, Eagan, Minnesota 55121 ("**Prime**"); **Brown and Brown Lone Star Insurance Services, Inc, DBA Alamo Insurance Group**, a Texas corporation with a place of business at 3201 Cherry Ridge, San Antonio, Texas, 78230 ("**Consultant**"); and **Hidalgo County**, a Texas public entity with a place of business at 100 North Closner, Edinburg, Texas, 78539 ("**Employer**"). Prime, Consultant, and Employer are collectively referred to as the "Parties," or singularly as "Party" and may be referred to as "Recipient" or "Discloser," as more fully explained below. This Agreement shall be effective as of June 7, 2016 ("**Effective Date**"). As used throughout this Agreement, Parties shall be deemed to include a Party's Affiliates, auditors, employees, attorneys, agents, assigns, successors, officers, directors, and shareholders.

1. SCOPE AND PURPOSE; DEFINITIONS.

a) Consultant is a "business associate" of the employee health benefit plan sponsored by Employer under the applicable provisions of the Health Insurance Portability and Accountability Act ("**HIPAA**") and the regulations thereunder.

b) Prime is a business associate of HCSC and has a contract with HCSC to provide pharmacy benefit management services to individuals and employer groups, which contract includes provisions regarding confidential and proprietary information.

c) Consultant has been retained by Employer to review data relating to the health benefit plan and all benefits thereunder.

d) In connection with a current or future business relationship contemplated between the Parties (the "**Relationship**"), Prime has provided or will provide to Consultant, access to certain confidential and proprietary and trade secret information and data of Prime and Employer in order to evaluate and carry out the Relationship.

e) The term "**Discloser**" means to a Party disclosing Confidential Information, and the term "**Recipient**" means a Party accessing or receiving Confidential Information. The term "**Affiliate**" means an entity that directly or indirectly (i) controls; (ii) is controlled by or (iii) is under common control with, a Party, including any subsidiary or successor entity.

2. CONFIDENTIAL INFORMATION.

a) Subject to Section 2(b), "Confidential Information" means, without limitation:

information maintained as, and considered confidential by a Discloser, whether created by Discloser or a third party for Discloser, and whether in oral, written, graphic, electronic or other form, including but not limited to any business knowledge, know-how, processes, systems, structure and all related data, notes,

analysis, compilations, projections, studies, financial plans and records, marketing plans, business strategies, client lists, competitor lists, information relating to pharmaceutical drug manufacturers, current and proposed products, pricing, computer software programs and description of functions and features of software, source code, computer hardware designs, information regarding customers and suppliers, strategic planning and systems, documents, knowledge, notes created by Recipient derived from any of the foregoing, and other information pertaining to Discloser or Discloser's business, where reasonable steps have been taken by Discloser to maintain the confidentiality of the information.

b) Confidential Information does not include information that (i) is or becomes generally available to the public through no fault or action of recipient; (ii) was already known by Recipient prior to disclosure and is not otherwise subject to confidentiality obligations, as demonstrated by written or documented evidence; (iii) is at any time furnished to Recipient by a third party, not subject to confidentiality obligations, who is rightfully in possession of such information, and who rightfully conveys such information to Recipient; or (iv) is independently developed by Recipient without use of Discloser's Confidential Information.

c) Recipient shall use the same degree of care and protection to maintain the confidentiality of Discloser's Confidential Information as Recipient uses with respect to its own Confidential Information, but in no event shall Recipient use less than a reasonable standard of care.

d) Subject to Section 2(e), Recipient shall not reveal, publish, disclose or transfer Discloser's Confidential Information, whether furnished or made available prior to or after the date of this Agreement, to anyone under any circumstances, and shall not use Confidential Information for any purpose, other than to carry out Recipient's obligations as to the Relationship, or with Discloser's prior written consent. Recipient will not make copies of the Confidential Information without the written consent of Discloser. Recipient will not (a) disclose any of such Confidential Information to any third party or parties, (b) use such Confidential Information to interfere with any contractual relationship Discloser may have, (c) use such Confidential Information in competition with Discloser or Discloser's customers, or (d) contact any of Discloser's customers.

e) Recipient may disclose Discloser's Confidential Information:

    i. to an employee, corporate member, director, officer, Affiliate, subcontractor or agent of Recipient that has a demonstrable need to know such Confidential Information for the purposes of carrying out or evaluating the Relationship, as long as such persons are informed of the confidential nature of the Confidential Information and agree to comply with the terms of this Agreement; or

ii. to the extent that such disclosure is required by law, but only after Recipient has given prior written notice of the intended disclosure to Discloser (unless such notice is itself prohibited by law).

f) Upon termination of the Relationship or upon written request by the Discloser, Recipient shall either return or destroy all Confidential Information no later than thirty (30) days after such termination or request. A Recipient may, however, retain an archival copy of Confidential Information. If Recipient is instructed to destroy Confidential Information, Recipient will certify to Recipient in writing of such destruction.

g) The restrictions on use and disclosure of Confidential Information under this Agreement shall continue for as long as such Confidential Information remains confidential or a trade secret.

h) Recipient will comply with all applicable federal and state laws regarding medical records or other health and enrollment information, including but not limited to the Health Insurance Portability and Accountability Act, as amended, ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as incorporated in the American Recovery and Reinvestment Act of 2009, along with all applicable guidance and regulations issued by the United States Department of Health and Human Services ("DHHS"). Recipient will develop, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity, availability and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, protected health information (as defined in HIPAA or other applicable law, "PHI") that it creates, receives, maintains or transmits on behalf of Discloser. Recipient will mitigate, to the extent practicable, any harmful effect that is known to Recipient of a use or disclosure of PHI by Recipient in violation of the requirements of this Agreement. Recipient will report within three (3) calendar days to Discloser any use or disclosure of PHI not provided for by this Agreement or any incident of which it becomes aware. Recipient will disclose to its subcontractors, agents or other third parties and request from Discloser only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder. Recipient may use or disclose PHI as permitted by HIPAA, HITECH and other applicable laws. Recipient will ensure that annual training on securing and safeguarding PHI, and on responsibilities and consequences of failing to secure sensitive beneficiary information, is received by all of its personnel.

3. REMEDIES.

a) Because remedies at law may be inadequate to protect Discloser against breach of this Agreement by Recipient, and without prejudice to any other rights and remedies otherwise available, if Recipient breaches or threatens to breach this Agreement, Discloser will be entitled to injunctive or other similar relief to prevent such breach or

further breach.

4. MISCELLANEOUS.

a) This Agreement is the entire agreement of the Parties regarding the disclosure and protection of Confidential Information between the Parties, and supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to such matters, with the exception of that certain Pharmacy Benefit Management (PBM) Agreement between Prime and Health Care Services Corporation AKA Blue Cross Blues Shield of Texas dated February 2010.

b) Modification or amendment of this Agreement is effective only if in writing and signed by the Parties.

c) No waiver by either Party of any default shall be effective unless in writing, nor will any waiver operate as a waiver of any other default of the same default in the future.

d) If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, this Agreement shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

e) This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to principles of conflicts of laws.

f) The Parties do not intend that any partnership or agency relationship be created by this Agreement. The disclosure of Confidential Information does not give any express or implied right or license to Recipient.

g) This Agreement is binding on and inures to the benefit of the Parties' respective successors and assigns.

h) This Agreement may be executed in one or more counter parts, each of which will be deemed an original, but all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, by their signatures below, the Parties have executed this Agreement, effective as of the Effective Date June 7, 2016.

BROWN AND BROWN LONE STAR INSURANCE SERVICES, INC DBA ALAMO INSURANCE GROUP	**PRIME THERAPEUTICS LLC**
Signed: _____	Signed: _____
_____	_____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

HIDALGO COUNTY

Signed: _____

Name: _____

Title: _____

Date: _____

AI-54937

Purchasing Department 17.
A. 3.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Heidi Ortiz, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Status on procurement project #2016-158 [CC 04-19-16, R-AI#54249] RFP titled: "Professional Consulting Services for the Creation of a Healthcare and/or Hospital District":
1. 10 packets requested and distributed;
2. Submission Date for responses to RFP: May 11, 2016 with NO responses received.

B. Cancellation of the project as originally solicited & titled: Professional Consulting Services for the Creation of a Health Care and/or Hospital District";

C. Requesting an order granting exemption from competitive bidding requirements, under TxLGC, Chapter 262.24(a)(4), a professional service;
D. Acceptance of the credentials/proposed scope of services and fee schedule from Linda Wertz, DBA, The Wertz Group, LLC as qualified to engage to render services to develop, draft and provide the core HC-Exhibit B [Requirements, Scope of Tasks/Services/Work, Qualifications and Experience] for a Request for Proposals titled: "Provide Hidalgo County Residents Facts of the Operation of a Possible Creation of a Health Care District" [and facts on the current HC Indigent Health Services Program].

BACKGROUND

Purpose of the project is to inform HC residents of the facts of the possible creation of a Health Services District and the facts about the current HC Indigent Health Care Program.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-00-115-002-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 6/10/216.

Attachments

WERTZ-INFO

Participation Log
Acceptance Sheet - No Response
HB1295
CIQ
Email-Mr.Crain.pdf
C-16-251-06-14-Linda Wertz

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/10/2016 01:22 PM
Budget & Management	Veronica Ortiz	06/10/2016 01:27 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM
Form Started By: Marty Salazar		Started On: 06/06/2016 02:04 PM
Final Approval Date: 06/10/2016		

Linda K. Wertz

Ms. Wertz has over thirty years experience in the Medicaid program. Ms. Wertz served as State Medicaid Director and the Deputy Commissioner for Medicaid and the Children's Health Insurance Program (CHIP) from February 1996 to October 2002. She retired from state government and established a woman-owned health care consulting business focusing on government programs, Medicaid, Medicare and CHIP. Her areas of expertise include Medicaid program subject matter expertise, solution management, and technical consulting. She has demonstrated success in working with both government and the private sector to improve performance and efficiencies in the areas of health and human services including Medicaid operations and administration, policy development, contract management, fiscal agent management, federal, state, and local government relationships, program integrity, and business development. In October 2010 Ms. Wertz joined the national health care consulting organization, Health Management Associates, and led the Austin office for business development and consulting opportunities for publicly sponsored health insurance programs. In March 2016 Ms. Wertz re-established her health care consulting business.

Professional Experience

Business Consultant/President, The Wertz Group, LLC, 2016 – present. Ms. Wertz is responsible for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state, or local level.

Managing Principal, Health Management Associates, 2010-2016. Ms. Wertz had responsibility for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state or local level.

Business Consultant/President, The Wertz Group, LLC, 2003 – 2010. Ms. Wertz had responsiblility for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state, or local level . The Wertz Group, LLC, is a Texas HUB certified woman-owned business.

State Medicaid Director and Deputy Commissioner for Medicaid and CHIP, Texas Health and Human Services Commission, 1996-2002. Ms. Wertz had responsibility for the Texas Medicaid Program, a $13 billion health care program serving approximately 2.4 million low income families, elderly, and disabled persons. The CHIP Program served approximately 525,000 Texas children with a budget of $1.6 billion. Responsibilities included supervision of 200 staff; oversight and administration of the Medicaid services delegated to five operating agencies; day to day program administration for the Medicaid acute care services; supervision of 13 Medicaid and CHIP health plans serving 1.2 million clients; procurement activities; contract management; customer services; coordination

with Governor's Office and state legislative offices; and liaison with the federal government agencies as well as the general public.

Bureau Chief Managed Care Bureau, Texas Department of Health, 1993-1996. Ms. Wertz had responsibility for implementation of the first Medicaid managed care pilots in the state, oversight, strategic development, and monitoring of Medicaid managed care. Responsibilities included daily interaction with the health plans regarding policy development, contract management, proposal development and evaluation, and interface with the fiscal agent claims administrator.

Manager Purchased Health Services, Texas Department of Human Services, 1987 – 1993. Ms. Wertz had responsibility for the Texas Medicaid acute care insurance contract and other Medicaid services such as preventive health services, EPSDT, family planning, medical transportation, and client customer services. Ms. Wertz' responsibilities included program policy development, contract management, provider relations, client relationships, and proposal development and evaluation.

Administrator, Policy & Procedures Unit, Texas Department of Human Services, 1983-1987. Ms. Wertz was responsible for policy development and procedural guidelines for the Medicaid acute care insurance program and managed client customer services.

Executive assistant to the Deputy Commissioner for Health Care Services and Assistant Commissioner for Purchased Health Services, Texas Department of Human Services, 1980-1983. Ms. Wertz provided executive and administrative support to two senior level officials. Ms. Wertz' responsibilities included serving as a member on the Personnel Committee; building management; supervision of secretarial support staff; conducted regional and state office training on the Medicaid program; and participated in the procurement activities of the insurance contract.

Executive assistant to the Deputy Commissioner for Management and Chief of Fiscal Division, Texas Department of Human Services, 1971-1980. Ms. Wertz provided executive and administrative support to senior level officials, including budget preparation and fiscal operations, management of daily activities for senior level officials, and responding to inquiries, as appropriate. Ms. Wertz participated in two major projects involving the procurement of the Medicaid insurance contract and a Governor appointed task force to identify improvements in the administration of the Medicaid program.

Education

- Bachelor of Business Administration - Management, The University of Texas at Austin, December 1993.

Public Service

- Chair, National Association of State Medicaid Directors, 1999-2002; Vice-Chair – 1997-1999.
- Member, National Academy of State Health Policy, 1999-2002.
- Co-Chair, Center for Health Care Strategies – 1999-2002.
- Board Member, National Quality Forum – 2000-2002.
- Family Council Chair, Cottonwood Creek Nursing and Rehabilitation Center, 2015-2016.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: May 11, 2016 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: "PROFESSIONAL CONSULTING SERVICES FOR THE CREATION OF A HEALTHCARE AND/OR HOSPITAL DISTRICT" - HIDALGO COUNTY RFP NO.: 2016-158-05-11-VYG

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Linda Wertz The Wertz Group, LLC	Email		04/25/16 @1:09 PM	The Wertz Group, LLC lkwertz@gmail.com 512-925-4894
2	Samantha Messina RFP Production Editor 717-3334-1329 717-334-0538	Email		04/25/16 @1:12 PM	RFP Production Editor Open Minds-163 York St. Gettysburg, PA. 17235
3	Sandy Tiemann Library Assistant Sandy.tiemann@lewin.com	Email		04/28/16 @11:32 AM	The Lewin Group 3130 Fairview Park Drive, Suite 500 Falls Church, VA 22042
4	Paul Valzadua	Email		04/27/16 @11:05 AM	PAULMV555@Yahoo.com
5	Matt Johansen Senior Managing Consultant 214-247-7075 214-557-1582 (cell)	Email		04/29/16 @11:45 AM	johansenm@pfm.com The PFM Group 750 N. St., Suite 540 Dallas, Texas 75201
6	Laurie Melnick 800-746-9554 FAX-800-746-8307	Email		05/03/16@8:07 AM	PRIME VENDOR INC. 4622 CEDAR AVE. SUITE 124 WILMIINGTON, NC. 28403
7	Katherine Sturich, Marketing Coordinator	Email		05/03/16@9:30 AM	ksturich@hspaustin.com 512-531-9075 FAX-512-531-9076
8	Chappell Jordan	Email		05/03/16@9:21 AM	214-808-6055-CELL Chappell.jordan@jacobs.com
9	Amy Verhulst Vinson Knight 713-653-7323 713-651-0220 (Fax)	Email		05/04/16@9:11 AM	COATS/ROSE, P.C. 9 GREENWAY PLAZA, SUITE 1100, HOUSTON, TX. 77046
10	Kim Miller kim@virtualbx.com www.virtualbx.com 210-564-6901-FAX	Email		05/06/16@8:47 AM	PRECONSTRUCTION NEWS REPORTER 210-918-1110 210-564-6900
11					

*VIA: BIDDER LIST MAIL OUT (BLM) IN PERSON (IP)
E-MAIL (EM) TELEPHONE REQUEST (TR)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: MAY 11, 2016 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: "PROFESSIONAL CONSULTING SERVICES FOR THE CREATION OF A HEALTHCARE AND/OR HOSPITAL DISTRICT" - HIDALGO COUNTY RFP NO.: 2016-158-05-11-VYG

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
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HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
PROPOSAL ACCEPTANCE DATE: MAY 11, 2016	PROPOSAL ACCEPTANCE TIME: 9:30 A.M.
DESCRIPTION OF RFP: HIDALGO COUNTY –"PROFESSIONAL CONSULTING SERVICES FOR THE CREATION OF A HEALTHCARE AND/OR HOSPITAL DISTRICT"	
RFP NO: 2016-158-05-11-VYG	CONTRACT MANAGER: VANGIE Y. GARCIA

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	NO PROPOSALS SUBMITTED	
#2		
#3		
#4		
#5		
#6		
#7		
#8		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-67851

Date Filed:
06/08/2016

Date Acknowledged:
06/09/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Wertz Group LLC
Lago Vista, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 2016-251-06-14
professional consulting services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-67851

Date Filed:
06/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Wertz Group LLC
Lago Vista, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 2016-251-06-14
professional consulting services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

AUTUMN RAE BONIN
Notary Public, State of Texas
My Commission Expires
July 23, 2019

Linda K. Wertz
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Linda Wertz, this the June 9 day of 2016, 20 16, to certify which, witness my hand and seal of office.

Autumn Bonin
Signature of officer administering oath

Autumn Bonin
Printed name of officer administering oath

Notary of Texas
Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

The Wertz Group LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

RFP 2016-251-06-14

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

not applicable – none

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Linda K. Wertz

Signature of vendor doing business with the governmental entity

6-9-16

Date

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: RFP-Draft Core Documents-Proposal-Linda K. Wertz

From : P duwkd#Vdol}du# Wkx/#Mxq#3</#5349#35=8<#SP #
? p duwkd1vdol}duC fr1klgdojr1w{1xvA # 6#dwwdfkp hqw#

Subject : Iz g=#UIS0Gudiw#Fruh#Grfxp hqw0
SursrvdO0Olqgd#N1#Z huw}

To : Khlg#Jdufld#Ruwl}#
? khlg1ruwl}C fr1klgdojr1w{1xvA /#\rolqgd#
Yholvtxh}#
? |rolqgd1yholvtxh}C fr1klgdojr1w{1xvA #

Cc : Hdnqd#Jrp h}#
? hdnqd1jrp h}C fr1klgdojr1w{1xvA #

Make the changes so we can attach for Tuesday's agenda item.
Thanks,
Marty

----- Forwarded Message -----
From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, June 9, 2016 2:00:03 PM
Subject: FW: RFP-Draft Core Documents-Proposal-Linda K. Wertz

-----Original Message-----
From: Martha Salazar
[mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 08, 2016 2:59 PM
To: Steve Crain
Cc: Yolanda Velasquez
Subject: Fwd: RFP-Draft Core Documents-Proposal-Linda K. Wertz

Mr. Crain:
1. Please review the agenda item [attached herein] on for meeting of 06-14-16 which both Judge & Comm. Cantu [with all other members concurring] want to take action to close

the first attempt and be able to continue the process through another option; 2. We wish to exempt Ms. Linda Wertz [attached CV, Scope of Work/Tasks] to provide Professional Consulting Services for: Development and Drafting the RFP Core Components Requirements, Qualifications, Scope of Tasks, Selection Criteria, Etc. Related to Possible Creation of an Hidalgo County Health Care District; 3. Draft Prof. Consult. Services Agreement for your review and comment as to form.

We believe Ms. Wertz has the qualifications, experience and credentials necessary to do this work. The cost is reasonable and customary for her type of work [which is going to be detailed] but should not exceed $1,500.00.
Yours truly,
Marty Salazar

----- Forwarded Message -----
From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Heidi Ortiz" <heidi.ortiz@co.hidalgo.tx.us>
Sent: Wednesday, June 8, 2016 1:18:56 PM
Subject: Re: RFP-Draft Core Documents-Proposal-Linda K. Wertz

Good afternoon,

Attach please find "Draft Contract for Consulting Services" for legal review as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Heidi Garcia Ortiz" <heidi.ortiz@co.hidalgo.tx.us>, "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Tuesday, June 7, 2016 2:01:25 PM
Subject: Fwd: RFP-Draft Core Documents-Proposal-Linda K.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

C-16-251-06-14

THIS AGREEMENT is made on the day **14TH day of June, 2016** by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Linda K. Wertz dba The Wertz Group, LLC** ("Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with **researching, developing, and drafting of an RFP to provide the "Hidalgo County residents of facts of the operation of a possible Health Care District" (the "Service"). Pursuant to Article 262.024 Texas Local Government Code, the County has requested an exemption for professional services for the term herein stated. These services include, but are not limited to, to, the items listed on Exhibit "A", which attached and made part of this Contract.**

2. Consultant will report any problems or recommended changes in the **drafting of the**

RFP to provide "Hidalgo County residents of facts of the operation of a possible Health Care District" ". The consultant or his/her firm shall not participate in the RFP Process for which consultant is drafting.

3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Attachment "B-Proposal Page", which is attached to and made a part of this Contract.

4. **The term of this Contract will be effective upon approval of award and issuance of a Purchase Order (PO) with the written deliverable (RFP- Creation of a Healthcare District" to be submitted on or before fourteen (14) calendars days from date of PO at** the sole discretion of Hidalgo County, this engagement may be extended for an additional work week if it's in the County's best interest to do so with same rates, terms and conditions.

5. **As a condition of this Contract, Consultant shall hold and maintain throughout the term of this Contract all Certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.**

6. As consideration for services of Consultant described herein, County agrees to pay Consultant the sum of a minimum of five (5) hours at three-hundred dollars ($300.00) per hours for "Professional Consultant Services for the drafting of an RFP to provide the "Hidalgo County residents of facts of the operation of a possible Health Care District" payable against written invoice submitted by Consultant.

7. County and Consultant agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Consultant agrees to provide professional liability insurance covering its activities in providing the service for County and Services shall not be performed on

premises of any County facility.

9. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of County.

10. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539

If to Consultant: **Linda K. Wertz**
DBA/The Wertz Group, LLC

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 at it is deposited in the United States mail.

11. Conflict with Applicable Law. Nothing in this Consultant shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or

provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

12. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

14. 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.

15. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

17. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

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

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

20. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

21. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

22. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of

County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

23. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED and effective as of the _____day and _____, 2016 first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CONSULTANT:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT:_____

EXHIBIT “A”

“SCOPE OF SERVICES”

1. Research background information on Hidalgo County Indigent Healthcare Program;

2. Research legislation that authorized the creation of a health care district, and interface between the medical school and the County;

3. Draft an RFP scope of work that allows consultants to bid on tasks that include comparison of the County Indigent Program and creation of a health care district;

4. Identify the pros and cons of a health care district, and identify the potential advantages of maintaining the current structure to serve the indigent population;

5. These tasks will include interviews with key stakeholders, analysis of existing 1-2 health care districts and identification of the advantages or disadvantages of this model;

6. Prepare final analyses and recommendations for the County Commissioners on the next steps.

Linda K. Wertz

Ms. Wertz has over thirty years experience in the Medicaid program. Ms. Wertz served as State Medicaid Director and the Deputy Commissioner for Medicaid and the Children's Health Insurance Program (CHIP) from February 1996 to October 2002. She retired from state government and established a woman-owned health care consulting business focusing on government programs, Medicaid, Medicare and CHIP. Her areas of expertise include Medicaid program subject matter expertise, solution management, and technical consulting. She has demonstrated success in working with both government and the private sector to improve performance and efficiencies in the areas of health and human services including Medicaid operations and administration, policy development, contract management, fiscal agent management, federal, state, and local government relationships, program integrity, and business development. In October 2010 Ms. Wertz joined the national health care consulting organization, Health Management Associates, and led the Austin office for business development and consulting opportunities for publicly sponsored health insurance programs. In March 2016 Ms. Wertz re-established her health care consulting business.

Professional Experience

Business Consultant/President, The Wertz Group, LLC, 2016 – present. Ms. Wertz is responsible for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state, or local level.

Managing Principal, Health Management Associates, 2010-2016. Ms. Wertz had responsibility for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state or local level.

Business Consultant/President, The Wertz Group, LLC, 2003 – 2010. Ms. Wertz had responsiblility for consulting engagements in the areas of Medicaid, Medicare, or CHIP and/or other health and human services for private or public organizations interested in conducting business at the federal, state, or local level . The Wertz Group, LLC, is a Texas HUB certified woman-owned business.

State Medicaid Director and Deputy Commissioner for Medicaid and CHIP, Texas Health and Human Services Commission, 1996-2002. Ms. Wertz had responsibility for the Texas Medicaid Program, a $13 billion health care program serving approximately 2.4 million low income families, elderly, and disabled persons. The CHIP Program served approximately 525,000 Texas children with a budget of $1.6 billion. Responsibilities included supervision of 200 staff; oversight and administration of the Medicaid services delegated to five operating agencies; day to day program administration for the Medicaid acute care services; supervision of 13 Medicaid and CHIP health plans serving 1.2 million clients; procurement activities; contract management; customer services; coordination

with Governor's Office and state legislative offices; and liaison with the federal government agencies as well as the general public.

Bureau Chief Managed Care Bureau, Texas Department of Health, 1993-1996. Ms. Wertz had responsibility for implementation of the first Medicaid managed care pilots in the state, oversight, strategic development, and monitoring of Medicaid managed care. Responsibilities included daily interaction with the health plans regarding policy development, contract management, proposal development and evaluation, and interface with the fiscal agent claims administrator.

Manager Purchased Health Services, Texas Department of Human Services, 1987 – 1993. Ms. Wertz had responsibility for the Texas Medicaid acute care insurance contract and other Medicaid services such as preventive health services, EPSDT, family planning, medical transportation, and client customer services. Ms. Wertz' responsibilities included program policy development, contract management, provider relations, client relationships, and proposal development and evaluation.

Administrator, Policy & Procedures Unit, Texas Department of Human Services, 1983-1987. Ms. Wertz was responsible for policy development and procedural guidelines for the Medicaid acute care insurance program and managed client customer services.

Executive assistant to the Deputy Commissioner for Health Care Services and Assistant Commissioner for Purchased Health Services, Texas Department of Human Services, 1980-1983. Ms. Wertz provided executive and administrative support to two senior level officials. Ms. Wertz' responsibilities included serving as a member on the Personnel Committee; building management; supervision of secretarial support staff; conducted regional and state office training on the Medicaid program; and participated in the procurement activities of the insurance contract.

Executive assistant to the Deputy Commissioner for Management and Chief of Fiscal Division, Texas Department of Human Services, 1971-1980. Ms. Wertz provided executive and administrative support to senior level officials, including budget preparation and fiscal operations, management of daily activities for senior level officials, and responding to inquiries, as appropriate. Ms. Wertz participated in two major projects involving the procurement of the Medicaid insurance contract and a Governor appointed task force to identify improvements in the administration of the Medicaid program.

Education

- Bachelor of Business Administration - Management, The University of Texas at Austin, December 1993.

Public Service

- Chair, National Association of State Medicaid Directors, 1999-2002; Vice-Chair – 1997-1999.
- Member, National Academy of State Health Policy, 1999-2002.
- Co-Chair, Center for Health Care Strategies – 1999-2002.
- Board Member, National Quality Forum – 2000-2002.
- Family Council Chair, Cottonwood Creek Nursing and Rehabilitation Center, 2015-2016.

EXHIBIT "B"
FEE SCHEDULE

A MINIMUM OF FIVE (5) HOURS @ THREE-HUNDRED DOLLARS ($300.00) PER HOUR

EXHIBIT “C”
INSURANCE DOCUMENTATION

AI-54976

Purchasing Department 17. B. 1.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Legal Notice #2, requesting waiving of the technicality that the "SUMMARY OF INSURANCE: VEHICLE INFORMATION" page submitted w/bid on 05-04-16 [by bidder Benchmark Utility Contractors, Inc., dba, Centex Trucking]be SUBSTITUTED for one attached so as to reflect a complete ACORD-CERTIFICATE OF LIABILITY INSURANCE document as it is in the best interest of Hidalgo County to do so given the pricing received for the hauling services;
B. Presentation of the 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 Request for Bid titled: Hidalgo County - Precinct 1 - "Hauling Of All Road Materials" through project No.: 2016-159-05-04-FAZ to Benchmark Utility Contractors, Inc., dba, Centex Trucking.

BACKGROUND

1. 7 packets sent out.
2. 2 bids received;
3. Current contract expires on June 27, 2016
4. New contract will commence on June 28, 2016
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-121-005-0-721

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Precinct 1, no fiscal impact at this time, this project is on an "as needed basis".

Attachments

Recommendation of Award Memo

Tabulation Sheet

Participating Log

CIQ Recorded

Notarized & Acknowledged HB1295

Contract-C-16-159-06-14-Benchmark Utility Contractors Inc dba Centex Trucking

Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/09/2016 02:51 PM
Budget & Management	Veronica Ortiz	06/09/2016 03:37 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Monica Badillo Started On: 06/08/2016 04:02 PM

Final Approval Date: 06/10/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO Hon. A.C. Cuellar Jr., Commissioner
Hidalgo County Precinct 1
ATTN: Katia Garcia

FROM: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

DATE: May 9, 2016

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-159-05-04-FAZ
HIDALGO COUNTY PCT 1: "HAULING SERVICES FOR ALL ROAD MATERIALS"

We have received two (2) **responses** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, May 16, 2016 @ 9:30 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: matilde.faz@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Gentex Trucking	lowest bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-121-005-0-721

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	5/11/16

Enclosures

TABULATION SHEET
HIDALGO COUNTY PRECINCT No. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB: No. 2016-159-05-04-FAZ

LOCATION OF PLANT		RADIUS	PARTICIPATING VENDORS					
			ROY'S HAULING SERVICE INC. Edinburg, TX			BENCHMARK UTILITY CONTRACTORS, INC. DBA CENTEX TRUCKING San Antonio, TX		
			Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost
(FRONTERA MATERIALS) ***Cold Mix***	**LA JOYA PLANT**	01-10 miles	NO BID			$3.30	20%	$0.66
		11-20 miles				$4.40	20%	$0.88
		21-30 miles				$5.50	20%	$1.10
		31-40 miles				$6.75	20%	$1.35
		41-50 miles				$7.50	25%	$1.875
		51-60 miles				$10.00	25%	$2.50
		61-70 miles				$11.00	25%	$2.75
		71-100 miles				$13.00	25%	$3.25
(FRONTERA MATERIALS) ***Type D -Hot Mix-Gravel*** ***Type D- Hot Mix-Limestone***	**PROGRESO PLANT AND/OR LA JOYA PLANT**	01-10 miles	NO BID			$5.50	20%	$1.10
		11-20 miles				$6.00	20%	$1.20
		21-30 miles				$6.75	20%	$1.35
		31-40 miles				$7.70	20%	$1.54
		41-50 miles				$8.40	25%	$2.10
		51-60 miles				$10.00	25%	$2.50
		61-70 miles				$11.00	25%	$2.75
		71-100 miles				$13.00	25%	$3.25
(FRONTERA MATERIALS) ***Crushed Caliche***	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$ 7.90	75%	$ 5.92	$4.40	20%	$0.88
		11-20 miles	$ 8.05	75%	$ 6.04	$5.00	20%	$1.00
		21-30 miles	$ 6.38	75%	$ 4.78	$5.70	20%	$1.14
		31-40 miles	$ 6.85	75%	$ 5.13	$6.75	20%	$1.35
		41-50 miles	$ 10.00	75%	$ 7.50	$8.75	25%	$2.19
		51-60 miles	$ 12.00	75%	$ 9.00	$9.80	25%	$2.45
		61-70 miles	$ 13.00	75%	$ 9.75	$10.50	25%	$2.625
		71-100 miles	$14.00	75%	$10.50	$13.00	25%	$3.25

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: May 4, 2016 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT No 1- HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, CITY-STATE-ZIP, PHONE No., FAX No. & EMAIL ADDRESS
1. Roy's Hauling Service, Inc. Attn: Roy Balderas Jr.	Email	Matilde "Maty" Faz	04/18/16	P.O. BOX 1896 Edinburg, TX 78540 O (956) 383-2206 F (956) 383-2569 M (956) 239-2359 rbalde1008@aol.com royshaulinginc@aol.com
2. Universal Truckers Inc. Attn: Bernardo Saenz	Email	Matilde "Maty" Faz	04/18/16	1052 Esperanza St. Alamo, TX 78516 P.O. Box 653 (956) 782-4939 Bernardosaenz95@yahoo.com
3. Prime Vendor Inc.	Email	Matilde "Maty" Faz	04/18/16	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
4. The Blue Book Building *Rachel Siegmund*	Email	Matilde "Maty" Faz	04/18/16	800-431-2584 ext. 3032 rsiegmund@thebluebook.com
5. Frontera Materials Attn: Barry Ehlinger	Email	Matilde "Maty" Faz	04/18/16	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
6. Audrey Villa	Email	Matilde "Maty" Faz	04/18/16	audrey.villa@gmail.com
7. Juan Chavez	IP	Matilde "Maty" Faz	5/2/16	24710 Staffordshire San Antonio, TX78257 Cell (956) 363-8111 Fax (210) 648-3699 centextrucking@gmail.com

***VIA:**
IN PERSON (IP)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)
TELEPHONE REQUEST (TR)
E-MAIL (EM)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

CenTex Trucking

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Paul Daniec

Signature of vendor doing business with the governmental entity

5/11/16

Date

Paul Daniec

Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540
Main: (956) 318-2100 **Fax:** (956) 318-2105

ORIGINAL COPY

Receipt No: 20160513000447
Date: 05/13/2016
Time: 03:46PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Issued To: CENTEX TRUCKING
24710 STAFFORDSHIRE

SAN ANTONIO , TX 78257

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2712468		36.00

Collected Amounts

Item No.	Payment	Amount
1	Check 1001 CENTEX TRUCKING/956-867-4964	36.00

Total Received: 36.00
Order Total: 36.00

Change Due: 0.00

Thank you.

VG-120-2016-2712468

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2712468

Recorded On: May 13, 2016 03:46 PM

Billable Pages: 1

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2712468
Receipt No: 20160513000447
Recorded On: May 13, 2016 03:46 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

Record and Return To:
CENTEX TRUCKING
24710 STAFFORDSHIRE
ORIGINAL RETURN TO CUSTOMER
SAN ANTONIO TX 78257

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-53889

Date Filed:
05/11/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CenTex Trucking
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County-Precinct 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-159
Hauling of All Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Linda Lou Nichols
Notary Public,
State of Texas
Expires: 11-14-2018

Paul Daniec
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul Daniec, this the 12th day of May, 20 16, to certify which, witness my hand and seal of office.

Linda Lou Nichols — Signature of officer administering oath
Linda Lou Nichols — Printed name of officer administering oath
Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-53889

Date Filed:
05/11/2016

Date Acknowledged:
05/17/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenTex Trucking
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County-Precinct 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-159
Hauling of All Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-159-06-14

THIS CONTRACT is made and entered into this **14th** day of **June, 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BENCHMARK UTILITY CONTRACTORS, INC.** d/b/a **CENTEX TRUCKING** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (as the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 1**. 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 described in Exhibits A and B within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper

professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **JUNE 28, 2016** and ending on **JUNE 27, 2017.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process under the same fees, rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first .

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel

and equipment available to safely and efficiently provide the Services.

9. <u>INDEMNIFICATION:</u> 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 St., 2nd Floor
Edinburg, Texas 78539

If to Company: **Benchmark Utility Contractors, Inc.**
d/b/a **Centex Trucking**
24710 Staffordshire
San Antonio, Texas 78257

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and

this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with sixty (60) day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of 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 County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated 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. 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.

WITNESS our hands in duplicate originals this ___ day of _____,

2016.

APPROVED BY COMMISSIONES COURT: _____, 2016

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By:_____
Stephen L. Crain

COUNTY OF HIDALGO

By:_____
Hon. Ramon Garcia, County Judge

COMPANY:
Benchmark Utility Contractors, Inc

By: _____
Printed Name: _____
Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

April 18, 2016

Re: **HIDALGO COUNTY PRECINCT 1**
Request for Bids - **"HAULING OF ALL ROAD MATERIALS"**
RFB No: 2016-159-05-04-FAZ

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

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/faz

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

REQUEST FOR BID (RFB)
TABLE OF CONTENTS
HIDALGO COUNTY PRECINCT 1
Bid No: 2016-159-05-04-FAZ

1. **Request for Bid Letter, consisting of 1 page.**
2. **Table of contents, consisting of 1 page.**
3. **Request for Bid, Legal Notice, consisting of 8 pages.**
4. **Exhibit "A" Specifications consisting of 4 pages.**
5. **Exhibit "B" Bid Page consisting of 2 pages.**
6. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
7. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.**
8. **Exhibit "E & E-1" Truck & Driver Information, consisting of 2 pages.**
9. **Vendor/Bidder Application, consisting of 2 pages.**
10. **W-9 form, consisting of 4 pages.**
11. **Certifications Regarding Debarment consist of 1 page.**
11. **Draft Service Contract, consisting of 9 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 or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 18, 2016
Date

Bid No: 2016-159-05-04-FAZ	Buyer : MATY FAZ	Tel. No: (956) 318-2626 ext 4854

REQUEST FOR BIDS

HIDALGO COUNTY – PRECINCT 1
"HAULING OF ALL ROAD MATERIALS"

BID OPENING DATE

MAY 04, 2016

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT 1 -"HAULING OF ALL ROAD MATERIALS"** 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 and or/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 NO.: 2016-159-05-04-FAZ "HIDALGO COUNTY PRECINCT 1 - "HAULING OF ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas**, on or before 9:30 A.M, WEDNESDAY, MAY 04, 2016. 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** "**HIDALGO COUNTY PRECINCT 1 - RFB NO.: 2016-159-05-04-FAZ "HAULING OF ALL ROAD MATERIALS"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids 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)
  d) Notation - **" HIDALGO COUNTY PRECINCT 1 - RFB NO.: 2016-159-05-04-FAZ - "HAULING OF ALL ROAD MATERIALS"**
     Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Yolanda Estrada / Katia Garcia
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 A.M.	**MAY 04, 2016**
Award of Contract	**_____, 2016**
Commence Work or Deliver Products	**_____, 2016**

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.

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.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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. **Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-159), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the

presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us.

Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. 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 the County.

23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

Bid
For
"HIDALGO COUNTY - PRECINCT 1
"HAULING OF ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
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 Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2016-159-05-04-FAZ

SPECIFICATIONS/REQUIREMENTS

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for all Road Materials" for Pct 1. It is intended that all hauling of road materials will be awarded on a **per ton basis,** per mile radius. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – (Frontera Materials – 490 Pit & Alternate Reavis Pit)

2) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

3) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

4) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

5) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

6) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

TERMS & CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to one or to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. 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 giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO matilde.faz@co.hidalgo.tx.us by NO LATER THAN MONDAY, APRIL 25, 2016 BY 5:00 P.M. Responses will be sent to all applicants via e-mail by no **later than WEDNESDAY, APRIL 27, 2016 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- ***(FRONTERA MATERIALS)***	**LA JOYA PLANT**	01-10 miles	$	**%**	$
		11-20 miles	$	**%**	$
		21-30 miles	$	**%**	$
		31-40 miles	$	**%**	$
		41-50 miles	$	**%**	$
		51-60 miles	$	**%**	$
		61-70 miles	$	**%**	$
		71-100 miles	$	**%**	$
(FRONTERA MATERIALS) **Type D -Hot Mix-Gravel** **Type D- Hot Mix-Limestone**	**PROGRESO AND/OR LA JOYA PLANT**	01-10 miles	$	**%**	$
		11-20 miles	$	**%**	$
		21-30 miles	$	**%**	$
		31-40 miles	$	**%**	$
		41-50 miles	$	**%**	$
		51-60 miles	$	**%**	$
		61-70 miles	$	**%**	$
		71-100 miles	$	**%**	$
(FRONTERA MATERIALS) **Crushed Caliche-**	**490 PIT 4.5 Miles W. of US 281 on FM 490 Alternate – REAVIS PIT 2.5 Miles N. of US 83 on FM 2221**	01-10 miles	$	**%**	$
		11-20 miles	$	**%**	$
		21-30 miles	$	**%**	$
		31-40 miles	$	**%**	$
		41-50 miles	$	**%**	$
		51-60 miles	$	**%**	$
		61-70 miles	$	**%**	$
		71-100 miles	$	**%**	$

Bidder/Company Name:_____
Address: _____
City/State/Zip Code:_____
Phone №_____ Fax №_____ Cell №_____
Email address:_____

Authorized Signature:_____
Printed Name:_____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **April 29, 2016**. For each 10% (increase or decrease) in the current OPIS Index of **April 29, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and Agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of 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 Companys' 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

(Vehicle Information)

HIDALGO COUNTY PRECINCT NO. 1

"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID NO.: 2016-159-05-04-FAZ

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2016-159-05-04-FAZ

DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

#	NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

__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. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

OPENED
9:37 5-4-16

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

Witnessed

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ 3.30	20 %	$ 0.66
		11-20 miles	$ 4.40	20 %	$ 0.88
		21-30 miles	$ 5.50	20 %	$ 1.10
		31-40 miles	$ 6.75	20 %	$ 1.35
		41-50 miles	$ 7.50	25 %	$ 1.89.5
		51-60 miles	$ 10.00	25 %	$ 2.50
		61-70 miles	$ 10.00	25 %	$ 2.75
		71-100 miles	$ 13.00	25 %	$ 3.25
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$ 5.50	20 %	$ 1.10
		11-20 miles	$ 6.00	20 %	$ 1.20
		21-30 miles	$ 6.75	20 %	$ 1.35
		31-40 miles	$ 7.70	20 %	$ 1.54
		41-50 miles	$ 8.40	25 %	$ 2.10
		51-60 miles	$ 10.00	25 %	$ 2.50
		61-70 miles	$ 11.00	25 %	$ 2.75
		71-100 miles	$ 13.00	25 %	$ 3.25
(FRONTERA MATERIALS) Crushed Caliche-	490 PIT 4.5 Miles W. of US 281 on FM 490 Alternate – REAVIS PIT 2.5 Miles N. of US 83 on FM 2221	01-10 miles	$ 4.40	20 %	$ 0.88
		11-20 miles	$ 5.00	20 %	$ 1.00
		21-30 miles	$ 5.70	20 %	$ 1.14
		31-40 miles	$ 6.75	20 %	$ 1.35
		41-50 miles	$ 8.75	25 %	$ 2.19
		51-60 miles	$ 9.80	25 %	$ 2.45
		61-70 miles	$ 10.50	25 %	$ 2.625
		71-100 miles	$ 13.00	25 %	$ 3.25

Bidder/Company Name: Cen-TEX Trucking
Address: 24710 STAFFORDSHIRE
City/State/Zip Code: SAN ANTONIO, TEXAS 78257
Phone №: 956 363 8111 Fax №: 210-648-3699 Cell №: 956 363 8111
Email address: Centextrucking@gmail.com

Authorized Signature: Juan M. Chavez
Printed Name: JUAN CHAVEZ

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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 | **NAIC #**

INSURED

BENCHMARK UTILITY CONTRACTORS INC
DBA CENTEX TRUCKING
24710 STAFFORDSHIRE
SAN ANTONIO TX 78257-

INSURER A: MESA SPECIALTY UNDERWRITERS INS CO.
INSURER B: AMERICA FIRST INS.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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	MP0042031000066	03/15/2016	03/15/2017	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	BAS1757185297	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	SBP0001304584-2016	04/07/2016	04/07/2017	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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 104047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Fax: (956)383-0809

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 06/08/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

BENCHMARK UTILITY CONTRACTORS, INC.
DBA CENTEX TRUCKING
24165 W INTERSTATE 10 #217-610
SAN ANTONIO TX 78257-
(956)383-4964

CLIENT ID 102905

POLICY BAS1757185297 04/01/2016 to 04/01/2017

YEAR	MAKE AND MODEL	VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
1996	FREIGHTLINER TRUCK	1FUYDSEB7TL692556		
1998	FREIGHTLINER TRUCK	1FUPCDYB4WP944590		
2001	FREIGHTLINER TRUCK	1FUJAPCG31PB59344		
2004	KENWORTH TRUCK	1XKADB9X54J065497		
2005	KENWORTH TRUCK	1XKADB9XX5J079400		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-53889

Date Filed:
05/11/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CenTex Trucking
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County-Precinct 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-159
Hauling of All Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Linda Lou Nichols
Notary Public,
State of Texas
Expires: 11-14-2018

Paul Daniec
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul Daniec, this the 12th day of May, 20 16, to certify which, witness my hand and seal of office.

Linda Lou Nichols — Signature of officer administering oath
Linda Lou Nichols — Printed name of officer administering oath
Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-53889

Date Filed:
05/11/2016

Date Acknowledged:
05/17/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CenTex Trucking
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County-Precinct 1

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-159
Hauling of All Road Materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract-Hauling Services For All Road Materials

From : Steve Crain <scrain@atlashall.com> Fri, May 27, 2016 12:02 PM

Subject : RE: Contract-Hauling Services For All Road Materials

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Looks good.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, May 27, 2016 11:34 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Matilde Faz <matilde.faz@co.hidalgo.tx.us>
Subject: Re: Contract-Hauling Services For All Road Materials

Mr. Crain;
Attached is the contract with correct information as "Benchmark Utility Contractors, Inc." d/b/a Centex Trucking. The insurance accord has been re-submitted to reflect the proper name including the list of scheduled autos. Included at the end of the contract is the "Assumed Name Certificate" documentation submitted for confirmation and clarification of the assumed name. Please review documentation for your approval so as to proceed with an agenda item.

Thank you;

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: Thursday, May 26, 2016 7:34:28 AM
Subject: RE: Contract-Hauling Services For All Road Materials

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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.

INSURED

CENTEX TRUCKING
24710 STAFFORDSHIRE
SAN ANTONIO TX 78257-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MESA SPECIALTY UNDERWRITERS INS CO.	
INSURER B: AMERICA FIRST INS.	
INSURER C: TEXAS MUTUAL INS. CO.	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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	MP0042031000066	03/15/2016	03/15/2017	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	BAS1757185297	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under SPECIAL PROVISIONS below	SBP0001304584-2016	04/07/2016	04/07/2017	[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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 104047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Fax: (956)383-0809

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Copy

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 05/27/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

BENCHMARK UTILITY CONTRACTORS, INC.
DBA CENTEX TRUCKING
24165 W INTERSTATE 10 #217-610
SAN ANTONIO TX 78257-
(956)383-4964

CLIENT ID 102905

POLICY BAS1757185297 04/01/2016 to 04/01/2017

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2012	International	Prostar	3HSDJSJR6CN093696		
2005	Freightliner	CL120	1FUJA6CK45LN63245		
2006	Ford	F750	3FRNX75G66V231097		
2008	Chevrolet	C24	1GBHC24K08E185381		
2016	Dodge	Ram 3500	3C7WRTCL4GG243052		
2010	FORD	F150	1FTMF1CW5AKB82676		
2010	DODGE	PICKUP	3D7JV1ET7AG116149		
2008	Ledwell	Equipment Trailer	1L9GA72A08L033658		
1999	Volvo	Truck	4VGSDBRH7XN519441		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 06/08/2016

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

CLIENT ID 102905

BENCHMARK UTILITY CONTRACTORS, INC.
DBA CENTEX TRUCKING
24165 W INTERSTATE 10 #217-610
SAN ANTONIO TX 78257-
(956)383-4964

POLICY BAS1757185297 04/01/2016 to 04/01/2017

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
1996	FREIGHTLINER	TRUCK	1FUYDSEB7TL692556		
1998	FREIGHTLINER	TRUCK	1FUPCDYB4WP944590		
2001	FREIGHTLINER	TRUCK	1FUJAPCG31PB59344		
2004	KENWORTH	TRUCK	1XKADB9X54J065497		
2005	KENWORTH	TRUCK	1XKADB9XX5J079400		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

AI-55016

Purchasing Department 17.
C. 1.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pursuant to contract#C-16-218-05-25 with L&G Consulting Engineers, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of Leonel Garza Jr, & Associates LLC in connection with Work Authorization No. 1 for the Pct 2 Rancho Blanco Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Subcontracting Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/10/2016 01:19 PM
Budget & Management	Veronica Ortiz	06/10/2016 01:38 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Erika Zamora Started On: 06/10/2016 12:06 PM

Final Approval Date: 06/10/2016

L&G Engineering
Transportation Consultants

June 10, 2016

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Rancho Blanco Road Extension Project
Contract No. 16-218-05-25

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Rancho Blanco Road Extension Project Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Appraisal Services for the above referenced project.

Subcontractor:

Appraisal Services:
Mr. Leonel Garza III
Leonel Garza Jr. & Associates LLC
1419 Dove Avenue, Ste 1
McAllen, Texas 78504
Phone (956) 687-7295

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
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-55014

Purchasing Department 17.
C. 2.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Work Authorization No. 1 (with an estimated cost of $10,458.00) as submitted by Millennium Engineers Group, Inc., Contract No. C-16-207-05-10 to provide construction materials engineering and testing services for the Pct 2 Sam Houston (Stewart-Cesar Chavez) Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-122-131-0-841
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding pending approval of AI#54994 CC 6/14/16.

Attachments

Work Auth #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/10/2016 01:18 PM
Budget & Management	Veronica Ortiz	06/10/2016 01:38 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Erika Zamora Started On: 06/10/2016 11:47 AM

Final Approval Date: 06/10/2016

HIDALGO COUNTY

Professional Construction Materials and Geo Technical Testing Services

Agreement # C-16-207-05-10

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, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Sam Houston Boulevard (Stewart Road to Cesar Chavez Road) 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 Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$10,458.00**
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. 10-1200-481-00-122-131-0-841
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner, Eduardo "Eddie" Cantu, as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

BY:_____

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 _____, 2016.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Andres Palma, Manager

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials and Geo Technical Testing Services
Sam Houston Boulevard (Stewart Road to Cesar Chavez Road) Project

☒SOILS SECTION

Task: Salvage Base Sample at Roadway (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	651.25
Sub-Total (per task)	**2**	**651.25**	**1,302.50**

Task: Salvage Base density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	50.00	125.00
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	410.25
Sub-Total (per task)	**8**	**410.25**	**3,282.00**

SOILS Section Total **4,584.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	55.00	220.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	505.25
Sub-Total (per task)	**4**	**505.25**	**2,021.00**

Task: HMAC Pavement Laboratory Testing (4 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**4**	**375.00**	**1,500.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated with traffic control needed)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	8	55.00	440.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	4	60.00	240.00
Asphalt Core Density (each)	4	40.00	160.00
Vehicle trips (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,176.25
Sub-Total (per task)	**2**	**1,176.25**	**2,352.50**

HMAC Pavement Section Total **5,873.50**

Total Estimated Cost **$10,458.00**

AI-55006

Purchasing Department 17.
C. 3.

CC - REGULAR
Meeting Date: 06/14/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with L&G Consulting Engineers Inc. for "Yuma Avenue Extension Project," for Pct. #2, [as approved for negotiations on CC 5/10/16] and subject to compliance with HB23 and HB1295 [if and when applicable];

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $24,369.72) as submitted by project engineer, L&G Consulting Engineers, to provide "ROW Support Services and Asbestos Abatement for the Yuma Ave Extension Project" through Contract# C-16-258-06-14.

c. Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of George Jaime Salazar II dba Appraisal Haus and Professional Appraisal Services, Inc. in connection with C-16-258-06-14 for Yuma Avenue Extension Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-431-00-122-126-0-841
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

WA#1
Letter-Subcontract
FORM 1295-ACHNOWLEDGED
FORM 1295-SUBMITTED
CONTRACT

CIS FORM-PURCHASING
CIQ
CIS
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/10/2016 03:26 PM
Budget & Management	Veronica Ortiz	06/10/2016 03:41 PM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Rocio Villarreal Started On: 06/10/2016 10:48 AM
Final Approval Date: 06/10/2016

HIDALGO COUNTY
Professional Engineering Services
Contract # C-16-258-06-14
Work Authorization Form

WORK AUTHORIZATION NO. 1

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 ROW Support Services and Asbestos Abatement for the Yuma Avenue Extension 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 **$24,369.72.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*.**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner Eduardo "Eddie" Cantu, as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

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 _____, 2016.

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

Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

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 proposed improvements to Yuma Avenue in 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 consulting and design 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

PROJECT/DESCRIPTION: Yuma Avenue Extension Project
Professional Engineering Services

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_ Road Extension

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

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 3 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	NO	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	NO	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY facilities
		(2) Open during normal COUNTY 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 CITY OF MCALLEN. 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.
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. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) personal pre-appraisal contact with interest owner(s) for each parcel using acceptable 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 form that shall conform with the Uniform Standards for Professional Appraisal Practices. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY 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 and recommended for approval by COUNTY.
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 the COUNTY.
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.
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 COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
YES	NO	c) Prepare and submit to L&G Engineering an appraisal review form to be approved by L&G Engineering for each appraisal.

Services Provided By: ENGINEER	COUNTY	
YES	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	NO	a) Prepare complete appraisal update for the parcel to be acquired utilizing forms that conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	b) As necessary, prepare written notification to COUNTY 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 COUNTY.
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.
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
NO	NO	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
NO	NO	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
NO	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.
NO	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.
NO	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).
NO	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
NO	NO	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
NO	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
NO	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.
NO	NO	j) Prepare final offer letter, documents of conveyance as necessary.
NO	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
NO	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.
NO	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
NO	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
NO	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.
NO	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
NO	YES	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).
NO	NO	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)
NO	NO	b) L&G will provide advisory services to business displacements and relocate them effectively.
NO	NO	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
NO	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.

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.
NO	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:

NO 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.

NO 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.

NO 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.

NO 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.

NO 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.

NO 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.

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.
NO	NO	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 Support Services	Mission Office
Asbestos Abatement	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).

EXHIBIT "B-1"
SERVICES TO BE PROVIDED BY L&G ENGINEERING

L&G Engineering (L&G) is pleased to submit the following Scope of Services to provide asbestos sampling and asbestos abatement as it relates to a concrete foundation structure found during the Phase I Environmental Site Assessment (ESA) conducted on Yuma Road from Station 13+42.00 to Station 21+85.00 as shown on the attached Exhibit B in McAllen, Hidalgo County, Texas. The scope of work is outlined below.

SCOPE OF WORK

1.0 Asbestos Inspection, Sampling and Analysis and Survey Report

A Department of State and Health Services (DSHS) licensed asbestos inspector will conduct a visual inspection of the facility for suspect asbestos containing materials (ACM). The inspection will collect bulk samples from identified homogeneous areas. The samples will be delivered to a DSHS licensed asbestos laboratory and subjected to polarized light microscopy (PLM) analysis for asbestos fiber identification. Upon completion of the inspection, sampling and analysis, L&G will prepare a written report summarizing the laboratory results and documenting the findings and recommendations.

2.0 Prepare and File Application

L&G will prepare and file an application to the DSHS 10 days prior to commencement of asbestos abatement. This application is a notification to the agency that abatement is to take place.

3.0 Remove and Dispose of Tile

L&G will furnish all labor, tools, equipment and other necessary supplies to remove and dispose of approximately 1000 square feet of floor tile and mastic from the above mentioned location.

4.0 Contract Management

L&G has conducted a preliminary background search on the project in order to develop a cost proposal for this project. L&G will coordinate with Pct #2 to provide updates on the progress of the project. L&G will develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan will include developing a project schedule and coordinating field work to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.

EXHIBIT "C"
PROJECT SCHEDULE
Yuma Avenue Extension Project

Work Authorization #1

	2016											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**
ROW Support Services												
Asbestos Abatement												

EXHIBIT D-1
FEE PROPOSAL
Yuma Avenue Extension Project
Work Authorization #1

	Yuma Avenue Extension Project (ROW Support Services & Asbestos Abatement)	**MANHOURS**								
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist/ Specialist	CADD Operator/ GIS Analyst	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	CONTRACT RATE (FY 2016)	**217.74**	**180.41**	**133.76**	**152.42**	**68.43**	**99.54**	**62.21**		
1	ROW Support Services (3 Parcels)	(See Fee Proposal Breakdown on Exhibit D-2)							0	$ 13,950.00
2	Asbestos Abatement	(See Fee Proposal Breakdown on Exhibit D-3)							0	$ 10,419.72
3									0	$ -
4										$ -
5									0	$ -
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 24,369.72**

Grand Total $ 24,369.72

EXHIBIT "D-2"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

Yuma Road Extension Project
Limits: from STA. 13+42.00 to STA. 21+85.00

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. 2- on a percent complete basis as approved by Hidalgo County Pct. 2.** 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. 2. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	** Relocation (Residential/ Business)	Grand Total of Task
3	$500.00	$600.00	$2,750.00	$800.00		$0.00	$0.00	N/A	
Sub Total of Tasks	$1,500.00	$1,800.00	$8,250.00	$2,400.00	*	$0.00	$0.00	$0.00	**$13,950.00**

(*) Appraisal Update costs included in Project Administration.
(**) Relocations - $6,000 (Residential), $5,000 (Business)

EXHIBIT "D-3"

ESTIMATED MAN-HOUR BREAKDOWN

Asbestos Abatement
Yuma Road Project

		MANHOURS				
		Senior Environmental Planner /Specialist	CADD Operator / GIS Analyst	Admin/ Clerical	TOTAL HOURS	TOTAL LINE ITEM COST
CONTRACT RATE		152.42	68.43	62.21		
PHASE I - Environmental Site Assessment						
1	Asbestos Analysis & Report					$ 500.00
2	Sample floor tile for asbestos	7	0	0	7	$ 1,066.94
3	Prepare & file application Dept of State Health Services	0	0	6	6	$ 373.26
4	Remove & Dispose of approximately 1000 sf of floor tile & mastic	38	0	0	38	$ 5,791.96
5	Contract Management	16	0	4	20	$ 2,687.56
SUB-TOTAL		61	0	10	71	$ 10,419.72

TOTAL PROJECT FEE:	$ 10,419.72

L&G Engineering
Transportation Consultants

June 10, 2016

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Yuma Avenue Extension Project
Contract No. 16-258-06-14

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Yuma Avenue Extension Project Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. These sub-contractors will be providing Appraisal and Appraisal Review Services for the above referenced project.

Subcontractor:

Appraisal Services:
Mr. George Jaime Salazar II
Appraisal Haus
502 West Kuhn Street
Edinburg, Texas 78541
Phone (956) 386-1500

Appraisal Review Services:
Mr. John H. Malcom, Jr.
Professional Appraisal Services, Inc.
P.O. Box 3722
McAllen, Texas 78502
Phone (956) 687-9535

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-68322

Date Filed:
06/09/2016

Date Acknowledged:
06/10/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-258-06-14
Hidalgo County Pct#2 - Yuma Avenue Extension Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sandoval, Armando J	Mercedes, TX United States		X
Garza, Jacinto	Mercedes, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-68322

Date Filed:
06/09/2016

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
L&G Consulting Engineers INC
Mercedes , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-16-258-06-14
Hidalgo County Pct#2 - Yuma Avenue Extension Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sandoval, Armando J	Mercedes, TX United States		X
Garza, Jacinto	Mercedes, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

MARIE C. BUSTAMANTE
Notary Public, State of Texas
My Commission Expires
April 14, 2017

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said April, this the 14th day of 2016, 2016, to certify which, witness my hand and seal of office.

Marie C. Bustamante — Marie C. Bustamante — Exec. Admin.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

L&G Engineering
Transportation Consultants

June 8, 2016

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Yuma Avenue Extension Project Contract
Work Authorization No. 1

Dear Ms. Zamora,

Attached for your review and approval are the Contract and Work Authorization No. 1 for the Yuma Avenue Extension Project in Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

Attachments: Contract
Work Authorization No. 1

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-258-06-14

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 all needed professional engineering services required for the **Yuma Avenue Extension Project** for **Hidalgo County Precinct No. 2** hereinafter referred to as the **"Project".**

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.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on December 31, 2018, (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. 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 **Enginee**r 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 **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be

incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to

enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional

engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent

of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to

any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.**
100 E. Cano, 2nd Floor	**2100 West Expressway 83**
Edinburg, Texas 78539	**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 _____, 2016.

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 on Commissioners' Court:

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 E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

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 proposed improvements to Yuma Avenue in 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 consulting and design 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

PROJECT/DESCRIPTION: Yuma Avenue Extension Project
Professional Engineering Services

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_ Road Extension

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

SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING

(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
___	___	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
___	___	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
___	___	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
___	___	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
___	___	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
___	___	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
___	___	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
___	___	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
___	___	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY		
___	___	1.	Route Location Studies
___	___	2.	Level of Service Analysis
___	___	3.	Traffic Evaluations and Projections
___	___	4.	Develop Roadway Design Criteria
___	___	5.	Preliminary Cost Estimates
___	___	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7.	Preliminary Right-of-Way Requirements
___	___	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
___	___		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
___	___		b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___		d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
___	___	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
___	___	(2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
___	___	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
___	___	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
___	___	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
___	___	a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
___	___	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
___	___	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
___	___	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
___	___	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents

a. All technical reports will be submitted electronically to TxDOT through their FTP site.
b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:	
SURVEYOR	CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:

For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By:	
SURVEYOR	CITY/COUNTY
___	___

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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.

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

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.

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.

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. <u>UTILITY SUBSURFACE INVESTIGATION:</u>

<u>Utility Quality Levels</u> 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. <u>Subsurface Utility Locate (Test Hole) Service (Quality Level A),</u> **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. <u>DELIVERABLES:</u>

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. <u>GENERAL REQUIREMENTS:</u>

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 <u>Standards and Specifications for Geodetic Control Networks</u>, latest edition, the TxDOT <u>Survey Manual</u>, latest edition, the TxDOT <u>GPS Manual of Practice</u>, latest edition, or the TSPS <u>Manual of Practice for Land Surveying in the State of Texas</u>, 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 <u>Standards and Specifications for Geodetic Control Networks</u>, latest edition, the TxDOT <u>Survey Manual</u>, latest edition, the TxDOT <u>GPS Manual of Practice</u>, latest edition, or the TSPS <u>Manual of Practice for Land Surveying in the State of Texas</u>, 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.

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)

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

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.

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.

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.

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

The Work Schedule will be specific to each Work Authorization completed under the Contract for this **Project**. The **Engineer** will provide a Work Schedule as an attachment/exhibit to each Work Authorization. Work will need to be completed in accordance with Article 3 and 4 of this Contract (Article 3 – Period of Service, Article 4 – Progress and Coordination).

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	Contract Rate *FY 16
Principal	$ -	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40	$ 217.74
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16	$ 180.41
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98	$ 152.42
Engineer (III) - Project Engineer	$ 43.00	$ 129.86	$ 133.76
Engineering Lab Manager	$ 34.00	$ 102.68	$ 105.76
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64	$ 99.54
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60	$ 93.32
Project Inspector (V)	$ 28.00	$ 84.56	$ 87.10
Record Keeper	$ 27.00	$ 81.54	$ 83.99
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52	$ 80.88
Project Inspector (I)	$ 22.00	$ 66.44	$ 68.43
CADD Operator / GIS Analyst	$ 22.00	$ 66.44	$ 68.43
Admin/Clerical	$ 20.00	$ 60.40	$ 62.21
Soil & AggregateTechnician	$ 17.00	$ 51.34	$ 52.88
Concrete Technician	$ 17.00	$ 51.34	$ 52.88
Asphalt Technician	$ 17.00	$ 51.34	$ 52.88

Negotiated Overhead Rate: **169.26%**
Negotiated Profit Rate: **12.00%**
Multiplier: **3.02**
* 3% Increase

Contract Rates include labor, overhead, and profit.

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

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" 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.	**By: Ramon Garcia,**
President	**County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIdalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <CC>

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

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

AUTHORIZED REPRESENTATIVE

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Martha L. Salazar

2 **Office Held**

Hidalgo County Purchasing Agent

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

George J. Salazar, II, dba, Appraisal Haus

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** No employment OR business relationship

Family Relationship Only: Son

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

NOTARY PUBLIC STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Martha L Salazar
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Martha L. Salazar, this the 10th day of June, 20 16, to certify which, witness my hand and seal of office.

Nielda Cavazos	Nielda Cavazos	Notary
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

Doc-2685622

VG-120-2016-2685622

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2685622

Recorded On: February 16, 2016 11:23 AM

Billable Pages: 1

Number of Pages: 2

*******Examined and Charged as Follows*******

Total Recording: 36.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2685622
Receipt No: 20160216000700
Recorded On: February 16, 2016 11:23 AM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Record and Return To:

Lorena C. Salazar
1314 Nyssa Ave
original returned to customer
McAllen TX 78501

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

KOFILE VANGUARD

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

George J. Salazar II d/b/a Appraisal Haus

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Martha L. Salazar, Purchasing Agent
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

George J. Salazar II
Signature of vendor doing business with the governmental entity
JAIME SALAZAR

2/16/16
Date

KOFILE VANGUARD

VG-120-2016-2720018

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2720018

Recorded On: June 10, 2016 02:57 PM

Billable Pages: 1

Number of Pages: 2

*******Examined and Charged as Follows*******

Total Recording: 36.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2720018
Receipt No: 20160610000421
Recorded On: June 10, 2016 02:57 PM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Record and Return To:
George Jaime Salazar & Martha Salazar
1911 Charles Circle

Edinburg TX 78541

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540
Main: (956) 318-2100 **Fax:** (956) 318-2105

ORIGINAL COPY

Receipt No: 20160610000421
Date: 06/10/2016
Time: 02:57PM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Issued To: George Jaime Salazar & Martha
1911 Charles Circle

Edinburg, TX 78541

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2720018		36.00

Collected Amounts

Item No.	Payment	Amount
1	Check 2351 George J Salazar 1911 Charles Cir	36.00

Total Received: 36.00
Order Total: 36.00

Change Due: 0.00

Thank you.

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Fwd: Pct 2 Yuma Ave Project - Contract Review

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Jun 13, 2016 08:46 AM
Subject : Fwd: Pct 2 Yuma Ave Project - Contract Review 1 attachment
To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Add to agenda item if not already Mr.Crain's approval of form of agreement.
Marty

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Sunday, June 12, 2016 12:29:49 PM
Subject: Re: Pct 2 Yuma Ave Project - Contract Review

Thank you Steve. And, yes we have an approved interlocal agreement with the City of McAllen for this project.

Sent from my iPhone

On Jun 12, 2016, at 12:27 PM, Steve Crain <scrain@atlashall.com> wrote:

The form of the contract is OK however please call me to remind me if we are approving this city street by means of an interlocal agreement.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, June 09, 2016 5:24 PM
To: Stephen L. Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us>
Subject: Pct 2 Yuma Ave Project - Contract Review

Good afternoon Steve,

Attached please find a project specific engineering contract with L&G for the Pct 2 Yuma Ave Road Project. We will be approving this contract on the agenda of 6/14/16. Please review and let me know if its good to go.

We are using the same project specific contract template that you reviewed and approved last week for the Rancho Blanco Road Project.

Should you have any questions or corrections please let me know.

Respectfully,

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
<image001.jpg>

AI-54952 Closed Session 19. C.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-2804-E; Frank Salazar Vs Juan Ramos Individually, AKA Juan Ramos, D.B.A. El Valle Mobile Home Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2016 09:51 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Monica Badillo Started On: 06/08/2016 09:13 AM

Final Approval Date: 06/10/2016

AI-54954 Closed Session 19. D.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Julio Ledezma

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2016 09:51 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Aida Alvarez Started On: 06/08/2016 09:36 AM

Final Approval Date: 06/10/2016

AI-54953 Open Session 21. C.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-2804-E; Frank Salazar Vs Juan Ramos Individually, AKA Juan Ramos, D.B.A. El Valle Mobile Home Transportation

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2016 09:51 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Monica Badillo Started On: 06/08/2016 09:14 AM

Final Approval Date: 06/10/2016

AI-54955 Open Session 21. D.

CC - REGULAR

Meeting Date: 06/14/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Julio Ledezma

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/08/2016 09:51 AM
Final Approval	Monica Badillo	06/10/2016 05:36 PM

Form Started By: Aida Alvarez Started On: 06/08/2016 09:39 AM

Final Approval Date: 06/10/2016